MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE 3 40 PH 1800 MURIGAGE OF THE PRESENTS MAY CONCERN:

WHEREAS,

Calvin J. Carlton

Associates Financial Services (hereinafter referred to as Mortgagor) is well and truly indebted unto

thereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty-one Thousand Six Hundred Eighty-eight and

Dollars (\$ 41,688.00) due and payable

(Amount advanced being \$20,579.11)

TERMS THEREOF BEING MORE FULLY SET OUT IN SAID NOTE. per centum per annum, to be paid: 11-18-80 at the rate of 18% with interest thereon from

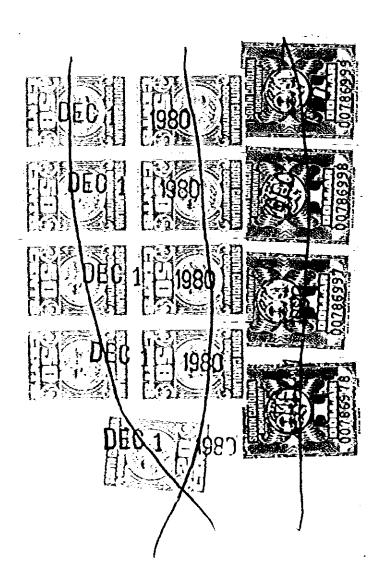
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 111 in the subdivision known as Eastdale Subdivision, Plat of said subdivision being recorded in the RMC Office for Greenville County in Plat Book YY at Pages 118 and 119 and having, according to said plat, such metes and bounds as are more fully shown thereon.

This being the same property conveyed to Mortgagor herein by deed of Levis L. Gilstrap dated December 17, 1965, recorded in Book 788 at Page 308 on December 17, 1965.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

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The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is thyfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as proved the herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.