

REAL ESTATE MORTGAGE

ORIGINAL—RECORDING
DUPLICATE—OFFICE COPY
TRIPPLICATE—CUSTOMER

STATE OF SOUTH CAROLINA, COUNTY OF



17, 1983

MORTGAGORS
 (Names and Addresses)

17, 1983

MORTGAGEE

COMMERCIAL CREDIT PLAN INCORPORATED

SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagee, in consideration of the debt referred to by the Loan Number and Amount of Note (Loan) above and the sum of money advanced thereon, and for the better security of the payment thereof to the said Mortgagee according to the terms of said Note, and also in consideration of the further sum of Three Dollars to be to the said Mortgagee, do and well and truly paid by the said Mortgagee at and before the date of these Presents, the receipt whereof is hereby acknowledged, have granted, conveyed, transferred, sold and released and by these Presents do grant, bargain, sell and release unto the said Mortgagee the following described Real Estate, to-wit:

Article 17

TO HAVE AND TO HOLD all and singular the Premises hereunto granted unto the said Mortgagee, its successors and assigns forever. And they do hereby bind their heirs, executors and administrators to warrant and defend unto the said Mortgagee, its successors and assigns, the said Premises unto the said Mortgagee, its successors and assigns, from and against the claims, demands and suits of every person, whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagee does hereby covenant and warrant to procure and to maintain, at the expense of the mortgagor, against all loss or damage by fire or other insurance companies acceptable to the Mortgagee, before and after the date of recording hereof, existing upon said real estate, and to assign such insurance to the Mortgagee as additional security, and in default thereof the said Mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a part of the principal, and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said Mortgagor shall fail to procure and maintain either of the said insurance as aforesaid, the whole debt secured hereby shall, at the option of the Mortgagee, become immediately due and payable, and this without regard to whether or not said Mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes, assessments and other charges that may be levied or assessed against said real estate, and all judgments, mortgages, liens and other encumbrances that may be levied or assessed against the same, and that may become a lien thereon, and in default thereof said Mortgagee shall have the same rights and remedies as are provided by law in such event.

And in and to the any part of said debt or interest the mortgagor, his heirs and assigns, the rents and profits of the above described premises to the said Mortgagee, its successors and assigns, and agree that any Justice of the Court of said State may, at chambers or otherwise, appoint a receiver with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof after paying costs of collection to pay said debt, interest, cost of expense, without liability to said mortgagor for anything more than the rents and profits actually collected.

AND IT IS AGREED by and between the said parties that in case of default by Mortgagee of any of the payments due as provided in said Note or in case of default by Mortgagee in the performance of any of the provisions of this mortgage, the whole amount of the debt secured by this mortgage shall become due and payable at once at the option of the Mortgagee.

AND IT IS AGREED by and between the parties that in case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fees, not less than 15% of the amount involved, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties of these Presents, that when the said Mortgagor, do and shall well and truly pay or cause to be paid unto the said Mortgagee the debt, interest and expenses and all other charges, if any be due, according to the true intent and meaning of said Note, then this deed of bargain and sale shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

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