

THE STATE OF SOUTH CAROLINA

MORTGAGE

BOOK 1587 PAGE 185

COUNTY OF Greenville, S.C.

NOV 29 12 09 PM '82

TO ALL WHOM THESE PRESENTS MAY CONCERN: James E. Everhart

of the County of Greenville, State of South Carolina, hereafter called "Mortgagors", send greeting:

WHEREAS, the Mortgagors are justly indebted to BENEFICIAL FINANCE CO. of SOUTH CAROLINA, hereafter called "Mortgagee", and have executed a Revolving Loan Agreement, hereafter referred to as the "Agreement," of even date with this Mortgage, by which Mortgagee is obligated to make loans and advances up to \$12,400.00, hereinafter referred to as the "Line of Credit," which shall be made pursuant to the provisions of the South Carolina Consumer Protection Code (CPC) and all other obligations of Mortgagors under the terms and provisions of this Mortgage, it being hereby expressly agreed that upon default in the payment of the Agreement or of any charge in connection with the Mortgage, or of insurance premiums, taxes or assessments or in the performance of any of the requirements as to taxes or insurance or of any of the other conditions contained in the Mortgage, subject to the provisions of the South Carolina CPC with respect to default and the right to cure the default, shall have the right to declare the entire Unpaid Principal Balance (hereafter referred to as the "Unpaid Balance") due under the Agreement to be immediately due and owing, and to proceed to enforce the collection of the Agreement together with a reasonable attorney's fee up to 15% of the Unpaid Balance for any litigation concerning the debt, and all other amounts secured hereby:

NOW KNOW ALL MEN That Mortgagors, in order better to secure the payment of the above mentioned Agreement in accordance with its terms, and all other sums mentioned therein or herein, and also in consideration of the further sum of TEN DOLLARS to Mortgagors in hand well and truly paid by Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged in this instrument, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto Mortgagee, its successors and assigns, the real property situated in the County of Greenville, State of South Carolina (hereafter described as the "Property") and described as follows:

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville on the North side of Tebblewood Drive in the Town of Simpsonville and being shown as Lot No. 347 on a plat of Section V, Sheet 1, Westwood Subdivision as recorded in Plat Book "4X" at page 62; being the property conveyed to the mortgagor by deed of Artistic Builders dated December 12, 1974 and recorded in deed book 1011 at page 681.