

MORTGAGE

vol 1035 rec 164

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville FILED

TO ALL WHOM THESE PRESENTS MAY COME Billy S. Moore And Betty S. Moore

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

WHEREAS, Mortgagors are justly indebted to BENEFICIAL FINANCE CO. OF SOUTH CAROLINA, hereafter called "Mortgagee", and have given their promissory note ("Note") bearing even date with this Mortgage for that indebtedness by which Mortgagee has promised to pay to Mortgagee in accordance with the terms of the Note, the Actual Amount of Loan of \$10,000.00, together with charges on unpaid balances of the Actual Amount of Loan, it being hereby expressly agreed that upon default in the payment of the Note, any charge in connection with the loan evidenced by the Note, or insurance premiums, taxes or assessments or default in the performance of any of the requirements contained in the Mortgage as to taxes, insurance or any other conditions, Mortgagee, subject to the provisions of the South Carolina Consumer Protection Code (CPC) with respect to default and the right to cure the default, shall have the right to declare immediately due and payable the entire unpaid balance of the Actual Amount of Loan and accrued charges thereon, and thereafter to proceed to enforce the collection of that debt, together with a reasonable attorney's fee up to 15% of unpaid balance of the Actual Amount of Loan for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN That Mortgagee, in order better to secure to Mortgagee the payment of the Note, 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 Mortgagee in hand well and truly paid by Mortgagee to and before the sealing of these presents, the receipt of which being 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 situate in the County of Greenville and State of South Carolina hereafter referred to as the "Property" and described as follows:

All that cert in 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 Tusson Dr. being shown as Lot No. 64 on a plat of Western Hills, Section 1 and 2 as recorded in plat book "10" at page 95; being the property conveyed to the mortgagors by deed of W. S. Brinkley dated April 23, 1971 and recorded in deed book 913 at page 127.

STAMP 09 02