

1314 pg 11

REAL ESTATE MORTGAGE

Commercial Mortgage

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

ORIGINAL--RECORDING
DUPLICATE--OFFICE COPY
TRIPPLICATE--CUSTOMER



Document Number 3175-C Date of Note Nov 1973

3175-C 7472.60

MORTGAGORS

(Names and Addresses)

Lucille W. Pittman
William L. Pittman
30 Beatrice St.
Greenville, S.C.

MORTGAGEE

COMMERCIAL CREDIT PLAN INCORPORATED

Greenville, S.C.

SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagors, in consideration of the debt referred to by the Document Number and Amount of Note shown above, and the sum or sums now and hereinafter to be paid by them to the said Mortgagor according to the terms of said note, and also in consideration of the further sum of Interest Due, less to them the said Mortgagee, and truly paid by the said Mortgagor at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Mortgagor the following described Real Estate, Now

See Schedule "A" Attached

TO THE MORTGAGEE with all and singular the rights, Members, Benefits, Rights and Appurtenances to the said Premises, to himing or in anywise whatsoever concerning

TO HAVE AND TO HOLD the said Premises to him, his heirs, executors and administrators, joint and several, defend all and singular the said Premises unto the said Mortgagor, his successors and assigns, from and against their heirs, executors and administrators and all creditors and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor does hereby covenant and agree to provide and maintain insurance sufficient to cover this mortgage, against all loss or damage by fire, lightning, insurance company, upon the Mortgagor's terms, upon the buildings now or hereafter existing upon said real estate, and to assign such insurance to the Mortgagor as additional security, and in default thereof, if said Mortgagor may procure and maintain such insurance and add the expense thereof to the face of the mortgage, it shall, 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 term of the mortgage shall be extended to include and secure the same. In case said Mortgagor shall fail to procure and maintain either or both said insurances as aforesaid, the whole debt secured hereby shall, at the option of the Mortgagor, become immediately due and payable, and this without regard to whether or not said Mortgagor shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly, when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, costs or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof, said Mortgagor shall have the same rights and options as aforesaid in case of insurance.

And if at any time any part of said debt or interest thereon, be past due and unpaid, Mortgagor hereby agrees, the rents and profits of the above described premises to the said Mortgagor, or its successors, executors and administrators, that any Judge of the Circuit Court of said State, may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect rents and profits, applying the net proceeds thereof after paying costs of collection, upon said debt, interest, cost of expense, with an liability to account 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 Mortgagor in any of the payments due as provided in said note or in case of default by Mortgagor 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 Mortgagor.

AND IT IS AGREED by and between the parties that in case of foreclosure of this mortgage, by suit or otherwise, the Mortgagor shall recover of the Mortgagor a reasonable sum as attorney's fees, of not less than \$50 and the amount so sued 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 Mortgagor the debt or sum of money aforesaid, with interest thereon, 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.