

MORTGAGE

THE STATE OF SOUTH CAROLINA )

COUNTY OF Greenville )

GREENVILLE CO. S. C.

Vol. 1880 Page 556

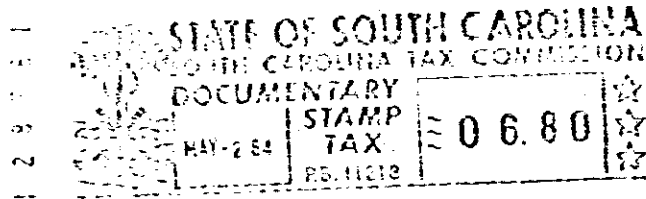
TO ALL WHOM THESE PRESENTS MAY CONCERN: C. L. Carlyle Jennings & Joann E. Jennings

of the County of Greenville, State of South Carolina, hereafter called "Mortgagors", send greeting: R.M.C.

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 \$ 17,000.00, 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, Mortgagee, 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 cert- in piece, parcel or lot of land, together with the improvments thereon, situate, lying and being in the State of South Carolina, County of Greenville being shown as Lots No. 11, 12 and 13 on a plat of the property of the estate of J.H. James as recorded in Plat Book "39" at page 92; being the property conveyed to the mortgagor by deed of Charles R. Lindsey, et. al. dated April 2, 1974 and recorded in Deed Book 996 at Page 576.



Together with all and singular the rights, members, hereditaments and appurtenances to the Property belonging or in any wise incident of appertaining.

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee, its successors and assigns, forever. XX If this box is checked, this Mortgage is subject to a prior mortgage dated 09/23 19 76, executed by Mortgagors to Citizens Building & Loan Assn. of Greer, as Mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ 14,000.00. That prior mortgage was recorded on 19 with the Clerk of the Court of the County of Greenville, South Carolina in Volume 1378 at page 503.

And Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the Property unto Mortgagee from and against themselves and all other persons lawfully claiming or to claim the Property or any part of that Property.

PROVIDED, ALWAYS, that if Mortgagors shall well and truly pay unto Mortgagee all sums of money evidenced by the Agreement, or any and all future advances which Mortgagee shall make to Mortgagors under the Agreement up to the maximum amount shown as the Line of Credit, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in the Agreement, then these presents and the estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting Manager of Mortgagee.

And Mortgagors, for themselves and for their heirs and assigns, hereby covenant with Mortgagee as follows:

- 1. Mortgagors shall insure the mortgaged buildings erected on the Property against such hazards, in such amounts and with such carriers as may be approved by Mortgagee, and shall assign the policy or policies of insurance to Mortgagee, and in case they shall at any time fail or neglect so to do, then Mortgagee may cause the Property to be insured in its name or as interests may appear, and reimburse itself for the premiums and expenses of that insurance, with interest at the rate shown in the Agreement, and the buildings shall stand secured by this Mortgage.
2. Mortgagors shall pay as the same may become due, all taxes by whatsoever authority legally imposed on the Property and in case they shall at any time neglect or fail to pay these taxes, then Mortgagee may pay such taxes, and reimburse itself for the same with interest thereon at the rate, shown in the Agreement, and that the same shall stand secured by this Mortgage.
3. Upon default in the payment of any Scheduled Monthly Payment in accordance with the terms of the Agreement, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in the Agreement or of any of the conditions of this Mortgage or upon the death of Mortgagor, then Mortgagee, 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 amount of the debt secured by this Mortgage to be immediately due and payable, and to proceed to enforce the collection of the same, together with interest, reasonable attorney's fees not in excess of 15% of the Unpaid Balance of the revolving loan account secured hereby and all other amounts secured hereby or permitted by law.
4. The holder of this Mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the Property or the adequacy of any security for Mortgage debt, to the appointment of a receiver of the rents and profits of the Property, and such rents and profits are hereby, in the event of any default in the performance of the Agreement according to its terms, assigned to the holder of this Mortgage.
5. Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time hereafter, at the option of the Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Finance Charge rate under this Agreement until paid in full.
6. If Mortgagors transfer title to the Property, Mortgagee may allow the transferee of the Property to assume the debt secured by this Mortgage. By assuming the debt, transferee will be promising to pay the loan evidenced by the Agreement according to the terms of that Agreement. Mortgagee may refuse transferee permission to assume the loan. If Mortgagee so refuses, Mortgagee has the option to adopt one of two courses of action, as follows:
(a) Declare the Unpaid Balance at the time of transfer of title at once due and payable
(b) Agree with transferee to new loan terms.

Mortgagee consents to assumption, additional charges paid by Mortgagors may be as follows:
(a) Fee for credit report relating to transferee
(b) Assumption Fee equal to 1% of Unpaid Balance at time of assumption up to a maximum of \$250.00.

556

4328-11-21