

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said premises are occupied by the Mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, the issues and profits toward the payment of the debt secured hereby.

(6) If all or any part of the property or an interest therein is sold or transferred by Mortgagor without prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

(7) The Mortgagee has the option to demand that the balance due on the loan secured by this mortgage be paid in full on the third anniversary date of the loan date of the loan and annually on each subsequent anniversary date. If this option is exercised, Mortgagor will be given written notice of the election at least 90 days before payment in full is due. If payment is not made when due, Mortgagee has the right to exercise any remedies permitted under this mortgage.

(8) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the loan agreement secured hereby, then, at the option of the Mortgagee, and subject to any right of the Mortgagor to cure the default, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee not to exceed 15% of the unpaid amount of the loan, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(9) That the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the loan agreement secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the loan agreement secured hereby, that then this mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

(10) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this 26 day of December, 19 84

SIGNED, sealed and delivered in the presence of

*Howard Roy*  
*Ronda B. Roy*

*W. E. Philbeck* (SEAL)  
W. E. Philbeck (SEAL)  
*Eugenie Philbeck* (SEAL)  
Eugenie W. Philbeck (SEAL)  
*Eugenie W. Philbeck* (SEAL)  
a/k/a Eugenia W. Philbeck

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor sign, seal and as its act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 26 day of December, 19 84.

*Ronda B. Roy* (SEAL) *Howard Roy* (L.S.)  
Notary Public for South Carolina. 9/26/84

RECORDED DEC 27 1984 at 10:36 A/M

18996

\$5,851.68  
Lot 11 Circle Street  
Greenville, S.C. 29615  
Chick Springs

RETURN TO:

Register of Meane Conveyance Greenville County

Mortgages, page 916 As No. \_\_\_\_\_ of \_\_\_\_\_

I hereby certify that the within Mortgage has been this 27th day of December, 19 84 at 10:36 A/M recorded in Book 1695 of \_\_\_\_\_

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.  
MORTGAGE OF REAL ESTATE

MORTGAGEE

TO

W. E. Philbeck & Eugenie W. Philbeck a/k/a Eugenia W. Philbeck

MORTGAGOR

STATE OF SOUTH CAROLINA

DEC 27 1984

18996

REC-8237