

REAL ESTATE MORTGAGE
(Prepare in Triplicate)

DONNIE S. TANKERSLEY
R.M.C.
FILED
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ORIGINAL-RECORDING
DUPLICATE-OFFICE COPY
TRIPPLICATE-CUSTOMER

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

Account Number	Amount Financed
	9355.08

MORTGAGORS
(Names and Addresses)

Wanda S. Duncan
John S. Duncan
Rt. 3 Box 199
Landrum, SC

MORTGAGEE

COMMERCIAL CREDIT PLAN INCORPORATED

441 E. Henry St.

Spartanburg, SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagors, in consideration of the debt referred to by the Account Number and Amount Financed above, and the sum of money advanced thereunder, and for the better securing the payment thereof to the said Mortgagee according to the terms of the note evidencing said debt, and also in consideration of the further sum of Three Dollars, to them the said Mortgagors in hand well and truly paid by the said Mortgagee 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 Mortgagee the following described Real Estate, Viz:

All this certain piece, parcel or lot of land being suited in Glassy Creek Township, Greenville, County, South Carolina and being more particularly described to-wit: Beginning at a nail in the center of line of Lackard Drive at its intersection with the Northwesterly line of John R. Pierce's property and runs thence with the center of said road in N 55-47W 200.00 ft. to a nail; thence N 54-33E 308.75 ft. to a point in branch; thence with the branch as it meanders 188 ft. in a South Easterly direction to a point in John Pierce's lines; thence with this line S54-33W 228.00 ft. to the point of Beginning, containing 1.1 acres more or less.

Recorded in deed book 1024 page 805, Midstate Homes, inc. on 9-25-75.

being the same property conveyed by _____ to _____ on _____, 19____

TOGETHER with all and singular the Rights, Memberships, and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the above described premises unto the said Mortgagee, its successors and assigns forever. And they do hereby bind their heirs, executors and administrators, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor does hereby covenant and agree to pay, or cause to be paid, all taxes, assessments, and charges levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances which may become a lien thereon, and in default thereof said Mortgagee shall have the same rights and options as above provided in case of default.

Mortgagor does hereby covenant and agree to pay, or cause to be paid, all taxes, assessments, and charges levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances which may become a lien thereon, and in default thereof said Mortgagee shall have the same rights and options as above provided in case of default.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, the Mortgagor hereby assigns the rents and profits of the above described premises to the said Mortgagee, or its successors or assigns and agree 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 said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, cost of expense; without liability to account for anything more than the rents and profits actually collected.

AND IT IS AGREED, by and between the said parties that subject to the provisions of the South Carolina Consumer Protection Code, in case of default by Mortgagors in any of the payments due as provided in said note or in case of default by Mortgagors 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 Mortgagee.

AND IT IS AGREED by and between the parties that in case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, not to exceed 15% of the unpaid debt after default and referral to an attorney not a salaried employee of Mortgagee, 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 Mortgagee 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.