

KNOW ALL MEN BY THESE PRESENTS, that Brenda Raines and George's Carpet Fashions of Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to George's Carpet Fashions of Greenville County, State of South Carolina, hereinafter called the "Mortgagee", in the sum of One Thousand Five Hundred Sixty & 96/100 (\$1560.96) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 36 monthly installments of Forty-seven & 36/100 (\$47.36) the first payment commencing on the 5 day of April, 1975, and continuing on the same day of each month thereafter until fully paid, together with late charges, court costs, collection expenses, attorney fees, interest after maturity, and all terms, conditions and stipulations provided for in said note.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns, the following described lot or parcel of land situated in Greenville County, State of South Carolina, to-wit: All that piece, parcel or lot of land situate, lying and being on the northwestern side of Circle Street (formerly Hill Street) at Taylor's in the County of Greenville, State of South Carolina, and know and designated as lot number TWENTY ONE (21) of a subdivision known as "Chick Springs", plat of which is recorded in the R.M.C. office for Greenville County in Plat Book "PPP" page 17, said lot having such metes and bounds as shown thereon.

This conveyance is made subject to any restrictions or easements that may appear of record, on recorded plat (s) or on the premises.

This is the same conveyed to the within grantor by deed recorded in deed book 877 page 366, Greenville County R.M.C. Office.

This is the same property conveyed to Brenda Raines from John R. Raines by deed dated September 24, 1974 and recorded in Deed Book 1007 at page 200.

*Attorneys*  
Donnie S. Tankersley YOUNTS, GROSS, GAULT & SMITH

TO HAVE AND TO HOLD all and singular the aforesaid and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full force and effect.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagee further covenants and agrees to maintain in full force and effect a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other causes covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagee shall give immediate notice to the Finance America, CBS Life, or any other insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee and Mortgagee jointly, but in the event any payment is made jointly, Mortgagee hereby authorizes the Finance America, CBS Life, or any other insurance company as his attorney-in-fact. Upon payment for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore the mortgaged property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at its option obtain such insurance or pay all such taxes or both, and all sums expended therefor are hereby secured by this mortgage and shall be due and payable immediately to the Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained, or upon any default in the payment of any installment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness secured hereby immediately due and payable, without notice to any person to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. 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, 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.

The Mortgagor (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent or notice to the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties herein, their heirs, legatees, administrators, executors, successors and assigns.

In witness whereof, the Grantors hereunto set their hands and seals this 22nd day of January 1975  
Signed in the presence of [Signature] [Signature]  
[Signature] [Signature]  
[Signature] [Signature]  
[Signature] [Signature]

MORTGAGE  
MAR 4 1975  
DONNIE S. TANKERSLEY  
Phillips 15221  
BOOK 1334 PAGE 245  
VCL 69 PAGE 852

PAID IN FULL

BOOK 1334 PAGE 245

FILED  
U.S. DEPT. OF JUSTICE  
RECORDED  
INDEXED

4328 RV-2