AUG 31 1972

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ELIZABETH RUSLE
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BOOK 1247 PAGE 404

# REAL ESTATE MORTGAGE

(Prepare in Triplicate)

ORIGINAL—RECORDING
DUPLICATE—OFFICE COPY
TRIPLICATE—CUSTOMER

STATE OF SOUTH CAROLINA COUNTY OF Greenville

| First Payment Due Date | Final Payment Due Date | Loan Number | Date of Note | No. of Monthly Payments | Amount of Each Payment | Filing, Recording and Releasing Fees |
|---|---|---|---|---|---|---|
| 10-8-72 | 9-8-77 | 3153- | 8-29-72 | 60 | 81.00 | $4.96 |
| **Auto Insurance** | **Accident and Health Ins. Premium** | **Credit Life Ins. Premium** | **Cash Advance (Total)** | **Initial Charge** | **Finance Charge** | **Amount of Note (Loan)** |
| None | None | 243.00 | 3471.44 | 173.57 | 1214.99 | 4860.00 |

**MORTGAGORS**

(Names and Addresses)

Pearl Brown
Marion E. Brown
405 Rainbow Drive
Greenville, S. C.

**MORTGAGEE**

COMMERCIAL CREDIT PLAN
INCORPORATED OF

GREENVILLE

SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagors in consideration of the said debt and sum of money aforesa[illegible] the better securing the payment thereof to the said Mortgagee according to the terms of said note, and also in consid[illegible] the further sum of Three Dollars, to them the said Mortgagors in hand well and truly paid by the said Mortgagee at an[illegible] the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and rel[illegible] these Presents do grant, bargain, sell and release unto the said Mortgagee the foll[illegible]

See Schedule "A" Attached

TOGETHER with all and singular the Rig[illegible] and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singula[illegible] the Premises before mentioned unto the said mortgagee, its successors and Assigns forever. And they do hereby bind their Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee, its successors and Assigns, from and against their Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgagor does hereby covenant and agree to procure and maintain insurance in the amount sufficient to cover this mortgagee, against all loss or damage by fire, in some insurance company acceptable to the mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign such insurance to the mortgagee as additional security, and in default thereof said mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a 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 lien 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 insurance as aforesaid, the whole debt secured hereby shall, at the option of the mortgagee, become immediately due and payable, and this without regard to whether or not said mortgagee 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, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, Mortgagors 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 in case of default in any of the payments of interest or principal as herein provided for, 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 the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, 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.