

## REAL ESTATE MORTGAGE

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STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

## MORTGAGORS

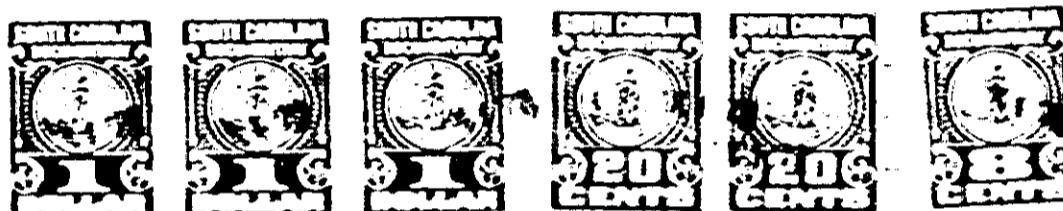
(Names and Addresses)

## MORTGAGEE

COMMERCIAL CREDIT PLAN INCORPORATED

, SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagors, in consideration of the sum of \$1,000.00, the Date hereof being the 1st day of January, 1974, and the sum of \$100.00, the Date hereof being the 1st day of January, 1975, do hereby acknowledge, before God, and to the better securing the payment of the same to the said Mortgagor according to the terms of said Note, and also for the consideration of the further sum of Three Dollars (\$3.00), to then the said Mortgagor is and will be held by the said Mortgagor at and before the signing of these Presents, the foregoing interest hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain and sell to the said Mortgagor the following described Real Estate, viz:



FOR A TERM OF ONE AND EIGHT MONTHS, commencing from the day of the signing of this instrument, ending at any time so identified above, at the option of the Mortgagor.

**TO HAVE AND TO HOLD** said Premises subject to the following conditions, the said Mortgagor, his successors and assigns forever. And they do hereby bind their heirs, executors and administrators, and to every defendant and creditor of the said Premises unto the said Mortgagor, his successors and assigns, their heirs, executors and administrators, and to every person whomsoever lawfully claiming or to claim the same, in full payment of:

The Mortgagor shall pay to the said Mortgagor, at the rate of five percent (5%) per annum, or the amount sufficient to cover this mortgage, against all losses, damages, expenses, costs and attorney's fees of the Mortgagor, for the protection and defense of the title to the real estate, and to assign such insurance to the Mortgagor as will satisfy the same, and to pay all taxes of the real estate, and the Mortgagor may procure and maintain such insurance and add the expense thereof to the face of the mortgage, if it is a part of the mortgage, and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage, and the face of the mortgage shall be justly paid, and include and secure the same. In case said Mortgagor shall fail to procure and maintain either or both said insurances as aforesaid, the whole debt secured hereby shall, at the option of the Mortgagor, become immediately due and payable, and the same without regard to whether or not said Mortgagor shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenants and agrees to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments, costs, expenses, and other charges, expenses and maintenance that may be recovered upon the same or that may become a lien thereon, and in default thereof, said Mortgagor shall have the same rights and options as aforesaid provided in this instrument.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, Mortgagor covenants to pay the rents and profits of the above described premises to the said Mortgagor, and to his assigns or assigns, and agrees 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, any unpaid interest, and expenses, without liability to account or explanation more than the rents and profits actually collected.

**AND IT IS AGREED**, by and between the parties that in case of foreclosure of this mortgage, by suit or otherwise, the Mortgagor shall receive of the Mortgagor a reasonable sum as attorney's fees, not to exceed 5% of the unpaid debt after a trial and referred to an attorney not a salaried employee of Mortgagor, which shall be secured by the mortgage, and the same shall be a part of the debt secured by this instrument.

**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 Mortgagor the sum of \$1,000.00, plus interest thereon, if any be due, according to the true intent and meaning of said note, then this deed of trust and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and effect.