GREERVILLE CO. S. C.

23 12 47 PH 177

REAL ESTATE MORTGAGE

1398 ## 415

DONNIE S.TANKERSLEY
THE STATE OF SOUTH CAROLINA
COUNTY OF GRADMINATE LE

The items set forth in the boxes directly below are expressly made a part of this mortgage.

Date of Loan: Nov. 13, 1977

Schedule of Payments: On MODEOS IF \$206.00

First Due Date: Nov. 10, 1977

Final Due Date: Nov. 10, 1977

Cash Advance: \$ 9112.31

Initial Charge: \$ 197 per annum

Amount of Loan: \$ 9112.34

following amounts have been deducted from the Amount of oanshown in the box to the left hereof and disbursed to or or the account of the Borrowers.	
Finance Charge ¥ 197 non -	inum
Initial Charge	l
Group Credit Life Insurance Cost \$ 619.00	
Disability Insurance Cost \$ HONE	ĺ
Household Contents Ins. Premium . \$ 562.50	Į.
Unpaid Balance of Prior Loan No. 14977601 \$ 1626.69	
Recording and Releasing Fees \$ 5,28	1
To: Felineth E Royell's 103.70	
Totatar Rantract. No. 3192.55	j
KET CASH DELIVERED TO BORROWERS \$ 1712,62	1

Robert 4. VIII lanson and Sylvia VIII lanson

of the County of Greenville, State of South Carolina, bereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to BENEFICIAL FINANCE CO. OF Croplvillo, S.O. hereinafter called the Mortgagee, and have given their promissory note therefor bearing even date herewith, whereby they have promised to pay to the Mortgagee the Amount of Loan set forth above in accordance with its terms as indicated above, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare the entire unpaid balance of the Amount of Loan, subject to refund credit as provided therein, to be immediately doe and owing, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee for any litigation concerning the debt, and all other amounts secured hereby:

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or berein, to the Mortgager, and also in consideration of the further sum of THREE DOLLARS to the Mortgagors in hand well and truly paid by the Mortgager at and before the scaling of these presents, the seceint whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgager, its successors and assigns, the following described real property:

ALL that certain piece, percel or lot of land, together with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying on the North side of Dellwood Drive, and being shown as Lot No. 130 on a plat of Central Development Corp. prepared by Dalton and Neeves, Engineers, dated Oct., 1951, recorded in Plat Pook "PB" at page 22 and 23: being the property conveyed to the nortgagor by deed of Lucille DeBord Shaw dated Sept. 1, 1967 and recorded in Deed Book 827 at page 412.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
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Together with all and singular the rights, members, hereditaments and apportenances to the said premises belonging or in any wise incident or apportaining,

TO HAVE AND TO HOLD all and singular the said premises unto the Montgagee, its successors and assigns, forever.

And the Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Mortgagee from and against themselves and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, that if the Nortgagors shall well and truly pay unto the Mortgagoe all soms of money evidenced by the Note herein mentioned, or any subsequent Note as herein provided, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in said Note and herein, then these presents and the extate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this insurance may be completed and executed by the duly appointed and acting manager of the Mortgagoe.

And the Mortgagors, for themselves and for their beirs and assigns, kereby coverant with the Mortgagee as follows:

- 1. That the Mortgagors shall insure the mortgaged buildings against such hazards, in such amounts and with such carriers as may be approved by the Mortgagee, and shall assign the policy or policies of insurance to the Mortgagee, and in case they shall at any time fail or neglect so to do, then the Mortgagee may cause the same to be insured in its name, or as interests may appear, and reimburse itself for the premiums and expenses of such insurance, with interest thereon at the maximum legal rate payable on the next succeeding instalment date fixed in said Note, and the same shall stand secured by this mortgage.
- 2. That the Mortgagors shall pay, as the same may become due, all taxes by whatsoever authority legally imposed on the property hereby mortgaged, and in case they shall at any time neglect or fail so to do, then the Mortgagee may pay such taxes, and reimborse itself for the same with interest thereon at the maximum legal rate, payable on the next succeeding instalment date fixed in said Note, and that the same shall stand secured by this mortgage.
- 3. That upon default in the payment of any instalment of said Note, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in said Note, or of any of the conditions of this mortgage, then the Mortgagee shall have the right to declare the entire amount of the debt secured hereby to be immediately due and payable, and to proceed without notice to enforce the collection of the same, together with interest, attorney's fees and all other amounts secured hereby to permitted by law.
- 4. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of the mortgaged premises, and such rects and profits are hereby, in the event of any default in the payment of said Note according to its terms, assigned to the holder of this mortgage.
- 5. The covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties herein.

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