MORTGAGEE REAL ESTATE MORTGAGE  ASSOCIATES FINANCIAL SERVICES COME BY OF SOUTH CAROLINA, INC.  4142 1948 AUGUSTA STREET CREENVILLE SOUTH CAROLINA					300× <b>14</b> 1	l3 mai 516	
ACCOUNT NUMBER DUE 060145-8 24	10-17-77	19 PAYWONT DATE	10-24-81	ANNUAL PERCENTAGE RATE		19.84 %	
MORTGAGOR SLOAN, LACY L		5510.00 CREDITLIFE INS PREM	CREDIT ASHINS PREV	PHYS CAVAGE INS PREV		1504.47	_ + FINANCE CHARGE
RT 1 BØX 323A	FOLKE AGE	192.00	NONE	SCHECKLE OF PAINVENTS		3295.53	· ·
MARIETTA SC	29661	CEØVIA	100.00	47	100.00	4800.00	
		i +	1			<b>?</b>	

WITNESSETH: Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described as security for the payment of a note of even date herewith in the total amount stated above.

The property hereby mortgaged, and described below, includes all tenements, easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any wise thereunto appertaining.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns, forever, and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same, that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgage against all claims whatsoever except those prior encumbrances, if any, hereinafter—4 shown

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full, in accordance with its terms, the obligations\*\*—which this mortgage secures, then this mortgage shall be null, void and of no further force and effect.

MORTGAGORS AGREE: To keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against allow hazards with an insurance company authorized to do business in the State of South Carolina, acceptable to Mortgagee, which policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, they hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagors' indebtedness for a period not exceeding the term of such insurance, Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be escured hereby. Mortgagors further agree. To pay all taxes, assessments, bills for repairs and any other expenses inclident to the ownership of the mortgaged property when due in order that no lien superior to that of this mortgage and not now existing may be created against the property during the term of this mortgage, and to pay, when due, all instalments of interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage and existing on the date hereof if Mortgagors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same on their behalf, and to charge Mortgagors with the amounts so paid, adding the same to Mortgagors' indebtedness secured hereby. To exercise due disgence in the operation, management and occupation of the mortgaged property and improvements thereon, and not to commit or allow waste on the mortgaged premises, and to keep the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. To release, relinquish and walve all right or debts hereby secured or of any of the ferms of this mortgage.

If default be made in the terms or conditions of the debt or debts hereby secured or of any of the terms of this mortgage, or in the payment of any instalment when due, or if Mortgagors shall become bankrupt or insolvent or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property or any part thereof be attached, levied upon or seized, or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage. In any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, income and profits thereform, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage. Mortgagors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable

The real property hereby mortgaged is located in Greenville County State of South Carolina, and is described as follows: ALL that piece, parcel, or lot of land, lying and being in Cleveland Township, State and County Aforesaid; known as and being Lots Nos. 8 and 8-A, Section 2 of a subdivision known as Blue Mountain Estates, plat of which is recorded in the RMC Office for Greenville County in Plat Book PR at Page 17; Lot 8A has dimensions of 100 feet by 150 feet.

This being the same property conveyed to Jerry Ellenburg from Larry Masters by deed recorded June 21, 1977 in the PMC Office for Greenville County, South Carolina, in Deed Book 1059 at page 36.

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

This is the same property conveyed to the Mortgagors by deed of Jerry Ellenburg dated October 15, 1977 and recorded of even date herewith.

Title to said property is clear, free and unencumbered except: (state exceptions, if any)

INTRESS/WHEREOF, Mortgagors have executed this mortgage on the day above on the

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666127 REV. 9-76

ORIGINAL

4328 RV.21