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GREENVILLE CO. S.C.
JUL 10 1978 PM 17:17

LONG, BLACK & GILSTON

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MORTGAGE

DONNIE S. TANKERSLEY
R.R.C.

THIS MORTGAGE is made this 10th day of July, 1978, between the Mortgagor, Michael B. Overton and Linda Gail Overton (herein "Borrower"), and the Mortgagee, CREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIVE THOUSAND AND NO/100 (\$5,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 10, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 1988;

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entry of a judgment enforcing this Mortgage if: (a) Borrower fails to pay any sum due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration required; (b) Borrower commits all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, including Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may require which will cause that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment, the cure by Borrower, this Mortgage and the obligations hereby created shall remain in full force and effect as if no acceleration had occurred.

1. ASSIGNMENT OF PROPERTY AND APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof, make payment of all rents received by Borrower from the Property and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

21. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ None.

22. RELEASE. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. WAIVER OF HOMESTEAD. Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

Bonda C. Blue

Michael B. Overton

(Seal)

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