

FILED  
GREENVILLE CO. S.C.  
MORTON, DRANDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRUE ST., GREENVILLE, S.C. 29603  
STATE OF SOUTH CAROLINA 10 217 E 17  
COUNTY OF GREENVILLE JAMES S. ELLERSLEY MORTGAGE OF REAL ESTATE 322-1348 FILE 761  
S.R.C. TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, James E. McCoy and Wanda C. McCoy

(hereinafter referred to as Mortgagor) is well and truly indebted unto Lay Christian Association

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of SIX Thousand Fifty and 00/100 -----  
----- Dollars (\$6,050.00) due and payable

1. subject matter, to wit:  
2. address: FOSTER & SAWYERSON, INC., CHAMBERS 495, 11th and Main Street,  
3. Lee Greene  
4. Rita S. Weller 313099 11th and Main Street, MAY 28 1975 FILE 1348 FILE 762

(a) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction item, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagor may, at its option, enter upon said premises, make such repairs again, including the completion of any construction still underway, and charge the expenses for such repairs on the continuation of such construction to the mortgage debt.

(b) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(c) That it hereby waives all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction over, or Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable amount to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceeding and the execution of its trust in securer, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(d) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagee to the Mortgagor shall become immediately due and payable, and this instrument may be foreclosed. Should no legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagor become a party to the suit involving this Mortgage or the note to the parties thereto, or should the debt secured hereby at any time thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagor, and a reasonable attorney's fee, shall be thereafter become due and payable immediately on demand, at the option of the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.

(e) That the Mortgagor shall hold and enjoy the premises above described until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of the mortgage, and of the note secured hereby, that then the mortgage shall be utterly null and void, otherwise to remain in full force and virtue.

(f) That the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns, of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the Mortgagor's hand and seal this

22nd day of September 1975.

James C. McCoy, Jr.

James C. McCoy, Jr. SEAL

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