

REAL ESTATE MORTGAGE

1357 000

THE STATE OF SOUTH CAROLINA)
 COUNTY OF Greenville)
 DONN E. S. TANKERSLEY
 R.H.C.

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

Date of Loan: January 11, 1977
 Schedule of Payments: 20 Y 11.80
 First Due Date: February 11, 1977
 Final Due Date: January 11, 1997
 Cash Advance: \$ 1,976.48
 Initial Charge: \$ none
 Finance Charge: \$ 1,976.48
 Amount of Loan: \$ 1,976.48

The following amounts have been deducted from the Amount of Loan shown in the box to the left hereof and disbursed to or for the account of the Borrowers.	
Finance Charge	\$ 1,976.48
Initial Charge	\$ none
Group Credit Life Insurance Cost	\$ 123.00
Disability Insurance Cost	\$ none
Household Contents Ins. Premium	\$ none
Unpaid Balance of Prior Loan No.	\$ none
Recording and Releasing Fees	\$ 5.24
To: Howell	\$ 26.00
To: Greenville Co. Tax	\$ 51.90
NET CASH DELIVERED TO BORROWERS	\$ 1,976.48

TO ALL WHOM THESE PRESENTS MAY CONCERN: T. S. Sitterland
 of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to BENEFICIAL FINANCE CO. OF Greenville, SC, 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 due 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 herein, to the Mortgagee, and also in consideration of the further sum of THREE DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

ALL that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the West side of Leach Street, being shown as a portion of Lot 16, on a plat of Southit Place recorded in Plat Book A at page 110, beginning at a point 150 feet from the Northwest corner of Perry Avenue and Leach Street and running with Leach Street 50 feet to a corner of Lot 10, thence running with the line of Lot 10, 100 feet to the corner of Lot 15, thence running with the joint line of Lots 15 and 16 50 feet, thence S. 71 1/2 E. 100 feet to the point of beginning, being the identical premises conveyed to the mortgagor by deed of Caroline M. Pickens dated November 24, 1975 and recorded in Deed Book 1028 at page 732.

This is a first mortgage.

[Faint signatures and stamps]

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, 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 Mortgagors shall well and truly pay unto the Mortgagee all sums 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 estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting manager of the Mortgagee.

And the Mortgagors, for themselves and for their heirs and assigns, hereby covenant 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 reimburse 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 or 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 rents 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 hereto.

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