

THE STATE OF SOUTH CAROLINA )
COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN: We, Edward W. Phillips and Florence N. Phillips

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 ANDERSON, S. C. hereinafter called the Mortgagee, and have given their promissory Note therefor bearing even date herewith, whereby they have promised to pay to the Mortgagee in accordance with its terms the Actual Amount of Loan of \$ 1049.49 together with interest on unpaid balances, 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 immediately due and payable the entire unpaid principal balance hereof and accrued interest thereon, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee up to 15% of said unpaid balance 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 TEN 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 shown as Lot No. 15 of Section 2 on a plat entitled "Subdivision for Vistor-Monaghan Mills, Greenville, S. C." prepared by Pickell & Pickell on December 20, 1948, and recorded in Plat Book S at pages 179-181, lying on Moody Street; being conveyed to the mortgagors by deed of J. P. Stevens & Co., Inc. dated May 1, 1949, and recorded in deed book 382 at 191.

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, reasonable attorney's fees not in excess of 15% of the unpaid balance of the loan evidenced by said Note and secured hereby 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.

If there be only one mortgagor, all plural words herein referring to Mortgagors shall be construed in the singular.
IN WITNESS WHEREOF the said Mortgagors have hereunto set their hands and seals on December 12, 1978.

Signed, Sealed and Delivered in the Presence of:

Edward W. Phillips (L.S.)
Florence N. Phillips (L.S.)
Leatrice W. Bryant (L.S.)
Notary Public Seal for South Carolina

ACKNOWLEDGEMENT

PERSONALLY appeared before me Leatrice W. Bryant and made oath that she saw the within named Edward W. Phillips and Florence N. Phillips sign, seal and as their act and deed deliver the within written mortgage, and that deponent with Don Dolly witnessed the execution thereof.

SWORN to before me this 12th of December 1978.

Leatrice W. Bryant (L.S.)

Vertical stamp on the right margin.

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