REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF

Greenville Connie S. Jankersley

ORIGINAL-RECORDING DUPLICATE-OFFICE COPY TRIPLICATE-CUSTOMER

Account Number

Amount Financed

<u> 21398.40</u>

MORTGAGORS

(Names and Addresses)

SAndra B. Davis Larry C. Davis 901 Brushey Creek Rd. Taylors, SC

MORTGAGEE COMMERCIAL CREDIT PLAN INCORPORATED

441 E. Henry Street

Spartanburg

SOUTH CAROLINA

NOW KNOW ALL MEN, That the said Mortgagors, in consideration of the debt referred to by the Account Number and Amount Financed above, and the sum of money advanced thereunder, and for the better securing the payment thereof to the said Mortgagee according to the terms of the note evidencing said debt, and also in consideration of the further sum of Three Dollars, to them the said Mortgagors in hand well and truly paid by the said Mortgagee at and before the signing 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 said Mortgagee the following described Real Estate, Viz:

All that lot or parcel of land, lying and being situate in the State of South Carolina, County of Greenville, in the Chick Township, about one mile north of Brushy Creek Baptis Church, lying on the northern side of the road that leads from Brushy Creek Church to Lee Road and having the following metes and bounds Begging at an old nail and cap in the center of the road, joint to-whith: corner of James W. Shaw land and running thence, N25-40E, 25 feet to a line pin on the northern side of the road. Thence, continuing N25-40E, 222.4 feet to a lin e pin; thence, SAO-17E, 109.1 feet to a line pin; thence, 25-27W, 197.6 feet to a nail and cap in the road {iron pine back on line at 15feet}; thence, with road \$80-160, 112 feet to the Beginning: containing 1/2 acre, more or less. This being the identical property conveyed to Larry C. Davis by Deed of Michael L. Moor being the same process of the process of the period o Spartanburg County.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or ap-

issors and assigns forever. And they do TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Mortean mises unto the said Mortgagee, its suchereby bind their heirs, executors and administrators to warrant and forever defend oever lawfully claiming or to claim the cessors and assigns, from and against their heirs, executors, adminisame or any part thereof.

The Mortgagor does hereby damage by fire, in some assign such insurance to expense thereof to the face of t balance of the mortgage debt an maintain (either or both) said it hereby shall, at the option of the cured or maintained such insurar

Mortgagor does hereby convenant also all judgments and leachinges, said Mortgagee shall have the sart

And if at any time any part of said de premises to the said Mortgagee, or its יטפע or assigns at point a receiver, with authority to take possession of said prem. collection) upon said debt, interest, cost of expense; without li-

AND IT IS AGREED, by and between the said: oy mortgagors in any of the payments mortgage, the whole amount of the debt secured by this mortgage fortgagors shall fail to procure and ion Code, the whole debt secured ot said Mortgagee shall have pro-

sed against said real estate, and

thereon, and in default thereof

over this mortgage, against all loss or

hereby assigns the rents and profits of the above described uit Court of said State, may, at chambers or otherwise, ap-

ts, applying the net proceeds thereof (after paying costs of

e than the rents and profits actually collected.

Consumer Protection Code, in case of default erformance of any of the provisions of this and payable at once at the option of the Mortgagee.

AND IT IS AGREED by and between the parties that in case of foreclosure of this mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagor a reasonable sum as attorney's fee, not to exceed 15% of the unpaid debt after default and referral to an attorney not a salaried employee of Mortgagee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties of these Presents, that when the said Mortgagor, do and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void, otherwise to remain in full force and