

REAL ESTATE MORTGAGE
(Prepare in Triplicate)

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STATE OF SOUTH CAROLINA, COUNTY OF

JUL 15 9 41 AM '83

DONNIE S. TANKERSLEY
R.M.C.

Account Number 04536527	Amount Financed 6461.10
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MORTGAGORS
(Names and Addresses)

Richard J. Hughes
Shirley D. Hughes
7 McLendon Drive
Greenville, S.C. 29611

MORTGAGEE
COMMERCIAL CREDIT CORPORATION

607 North Main Street

Greenville, 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 piece, parcel or lot of land, lying and being situate in the County of Greenville, State of South Carolina, known and designated as Lot 91 of Section 1, Oak Crest Subdivision as shown on plat made by C.C. Jones and recorded in the RMC Office for said County in Plat Book 66, Page 131.

This is the same property conveyed to the Grantor by deed of CIT Financial Services, Inc. as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1049, Page 307 on January 7, 1977.

being the same property conveyed by Iva Nell Miller to

Richard J. Hughes and Shirley D. Hughes on 1/19, 1979

Recorded 1/22/79 Volume 1095 Page 762

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

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Mortgagee, its successors and assigns forever. And they do hereby bind their heirs, executors and administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its successors and assigns, from and against their heirs, executors, administrators and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor does hereby covenant and agree to procure and maintain insurance in the amount sufficient to cover this mortgage, against all loss or damage by fire, in some insurance company acceptable to the Mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign such insurance to the Mortgagee as additional security, and in default thereof said Mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debts as a part of the principal and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said Mortgagors shall fail to procure and maintain (either or both) said insurance as aforesaid, subject to the provisions of the South Carolina Consumer Protection Code, the whole debt secured hereby shall, at the option of the Mortgagee, become immediately due and payable, and this without regard to whether or not said Mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said Mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, Mortgagors hereby assigns the rents and profits of the above described premises to the said Mortgagee, or its successors or assigns and agree that any Judge of the Circuit Court of said State, may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, cost of expense; without liability to account for anything more than the rents and profits actually collected.

AND IT IS AGREED, by and between the said parties that subject to the provisions of the South Carolina Consumer Protection Code, in case of default by Mortgagors in any of the payments due as provided in said note or in case of default by Mortgagors in the performance of any of the provisions of this mortgage, the whole amount of the debt secured by this mortgage shall become due 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 virtue.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP TAX
JUL 15 1983

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