

THE STATE OF SOUTH CAROLINA

COUNTY OF Greenville

GREENVILLE FILED MORTGAGE

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TO ALL WHOM THESE PRESENTS MAY CONCERN Jackie K. Smith And Carol C. Smith

of the County of Greenville

WHEREAS the Mortgage was lawfully obtained by BENEFICIAL FINANCE CO. (SOUTH CAROLINA) INCORPORATED (Mortgagee) and was executed by Revolving Loan Agreement (hereinafter referred to as the "Agreement") at Greenville, South Carolina, by which Mortgagee loaned to said mortgagor and advances up to \$ 17,500.00 (hereinafter referred to as the "Loan of Credit") which shall be made pursuant to the provisions of the South Carolina Consumer Protection Code (CPC) and all other obligations of Mortgagee under the terms and provisions of this Mortgage, it being hereby expressly agreed that upon default in the payment of the Agreement or of any charge in connection with the Mortgage, or of insurance premiums, taxes or assessments or in the performance of any of the requirements, conditions or covenants of the Agreement or of any of the terms contained in the Mortgage, Mortgagee, subject to the provisions of the South Carolina CPC, with respect to default and the right to foreclose, shall have the right to declare the entire Unpaid Principal Balance (hereinafter referred to as the "Unpaid Balance") due under the Agreement to be immediately due and owing, and to proceed to enforce the collection of the Agreement together with a reasonable attorney's fee up to 15% of the Unpaid Balance for any litigation concerning the debt, and all other amounts secured hereby.

NOR KNOW ALL MEN (the Mortgagee) other than to secure the payment of the above mentioned Agreement in accordance with its terms, and all other amounts secured hereunder, and all other obligations of the mortgagor under the terms of the Agreement, the Mortgagee has caused and shall be caused to execute these presents, the receipt whereof is hereby acknowledged, and the mortgagor has agreed, with intent to release, and by these presents do grant, bargain, sell and release with Mortgagee, its successors and assigns, the real property situated in the County of Greenville, State of South Carolina (hereinafter described as the "Property") and located as follows:

"ALL that piece, parcel or lot of land in Greenville County, State of South Carolina Being shown and designated as Lot #26 on plat of Eastgate Village dated May 15, 1973 and recorded in the REC Office for Greenville, County in Plat Book LX at Page 31. According to said Plat, the property is more fully described as follows:

BEGINNING at an iron pin on the Northwestern side of Chalford Lane at the Joint front corner of Lots 25 and 26 running thence along the boundary of said lots N. 51-33 W. 102.3 feet; thence curving and running along the rear of Lot 26 N. 43-41 E 5.7 feet; thence continuing along the rear of said lot N. 39-00 E. 101.3 feet; thence along Gaithburg Square S. 54-102 72.7 feet; thence S. 8-102 34.8 feet; thence along Chalford Lane S. 37-10 30.0 feet, to the point of beginning.

The property conveyed herewith is conveyed subject to all easements restrictions and rights of way or record

Being the same property from Threatt-Maxwell Enterprises, Inc. recorded July 21, 1975 in DeedBk 1021 page 523.

Together with all and singular the rights, tenements and appurtenances to the Property hereinbefore described, together with all and singular the rights, tenements and appurtenances to the same.

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