

FILED
SEP 16 1970
SOUTH CAROLINA

MORTGAGE

BOOK 1166 PAGE 505
BOOK 26 PAGE 400

County of Greenville Date of this Mortgage
Month August Day 14 Year 1970

Name of Home Owner(s) and Spouse JACKY G. & ROSALEE HOLBROOKS Residence 303 VISTA DR. GREENVILLE, S.C.

bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor SOUTHEAST CROSS DISCOUNT CO. INC. Principal Office of Contractor 2099 LILLIAN DR. ATLANTA, GA.

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF FIVE THOUSAND SIX HUNDRED NINETEEN & 64/100 Dollars, (\$ 5519.64).

reference to which is hereby craved for the ~~xx~~ metes and bounds thereof.

Satisfaction OCT 10 1974

Together with all and singular the rights, members, hereditaments and appurtenances belonging or in anywise incident or appertaining to the said mortgage its heirs, successors and assigns

TO HAVE AND TO HOLD ALL and singular the rights, members, hereditaments and appurtenances belonging or in anywise incident or appertaining to the said mortgage its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, successors and assigns, to warrant and forever defend all and singular the premises unto the mortgagee, his heirs, successors and assigns from and against himself and his heirs, successors and assigns, who ever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinafter provided; keep the buildings insured against fire and damage by fire for the full amount of the mortgage in an amount not less than the actual cash value under a policy or policies of fire insurance; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any event the mortgagee may pay the same and be reimbursed by the mortgagor; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose upon default being made upon the payment of any of the installments heretofore specified on the face hereof, and upon default upon any of the other terms, covenants or conditions of this mortgage of principal or interest, or in the event of sale or transfer of the premises by the mortgagor, the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns; the mortgagee may be foreclosed. Should any legal proceedings be instituted for the purpose of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights.

The mortgagor hereby authorizes the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any of the provisions herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

FORM # 412

Created
Donnie S. Bakerley
KINC
GREENVILLE CO. S.C.
FILED
OCT 10 1974

RETURN TO:
NORTH AMERICAN ACCEPTANCE CORP.
1720 PEACHTREE RD. N. W.
ATLANTA, GEORGIA 30309

NORTH AMERICAN ACCEPTANCE CORP.
RECEIVED
OCT 10 1974

RE 3874
JOHN M. DILLARD, P. A.

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