

STATE OF SOUTH CAROLINA, COUNTY Of part anburg

Account Number

Amount Financed

8428.56

MORTGAGORS

(Names and Addresses)

Carolyn Schmidt Rt. 1 Box 365 B Landrum, sC

MORTGAGEE COMMERCIAL CREDIT PLAN INCORPORATED

44% E. Henry St.

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 piece, parcel, or lot of land in Glassy Mountain Township, County of Greenville, State of South Carolina, being known and designated as Lot No. 336 of Tryon Development Company Property, known as Lake Lanier Development recorded in Plat Book G, page 164, R.M/C. Office for Greenville County.

This being the identical property conveyed to Carolyn Schmidt by deed of Ben Wolfe recorded in Deed Book 784, page 242 and Deed Book 792, page 3, R.M.C. Office for Greenville County.

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 hereby bind their heirs, executors and administrators to warrant and forever, cessors and assigns, from and against their heirs, executors, admi same or any part thereof

its successors and assigns forever. And they do said Premises unto the said Mortgagee, its sucwhomsoever lawfully claiming or to claim the

damage by fire. assign such insurant expense thereof to t balance of the mortg

cured or maintained such insurance as above permitted

maintain (either or

cient to cover this mortgage, against all loss or hereafter existing upon said real estate, and to ocure and maintain such insurance and add the terest at the same rate and in the same manner as the scrude and secure the same. In case said Mortgagors shall fail to procure and is evalue, subject to the providers 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 pro-

Mortgagor does hereby convenant 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 ungaid, 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 hability 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

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SECTION STATE