

## REAL ESTATE MORTGAGE

(Deed of Trust)

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

DONNIE S. TANKERSLEY  
R.M.C.  
FILEDORIGINAL - RECORDING  
DUPLICATE - OFFICE COPY  
TRIPPLICATE - CUSTOMER

Account Number	Amount Financed
21002579	\$2,800.00

FEB 16 1979

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MORTGAGORS  
(Names and Addresses)Ralph Martin Hooper  
2205 Edwards Road  
Taylors, S. C.MORTGAGEE  
COMMERCIAL CREDIT PLAN INCORPORATED1011 E. W. Pleasantburg Drive  
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:

SEE SWED LE "A" ATTACHED



TOGETHER with all and singular the Rights, Members, Encroachments 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 whomever 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 such insurance company acceptable to the Mortgagor hereinafter upon all buildings now or hereafter existing upon said real estate, and to keep 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 debt 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 cost of the insurance shall be intended to include and secure the same. In case said Mortgagee shall fail to procure and maintain further or to obtain said insurance as aforesaid, subject to the provisions of the South Carolina Consumer Protection Code, the whole debt secured thereby 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 aforesaid permitted.

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

And if at any time any part of said debt or interest thereon be past due and unpaid, Mortgagor 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 rents and profits applying the net proceeds thereof after paying costs of collection upon said debt, interest, cost of expenses, 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 Mortgagor in any of the payments due as provided in said note or in case of default by Mortgagor 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 Mortgagee do and shall well and truly pay or cause to be paid unto the said Mortgagee the debt in 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.