

HORTON, DRAWDY, MARCHBANKS, ASHMORE, CHAPMAN & BROWN, P.A. 307 PETTIGRU ST., GREENVILLE, S.C. 29603  
STATE OF SOUTH CAROLINA GREENVILLE, S.C. MORTGAGE OF REAL ESTATE BOOK 1358 PAGE 858

COUNTY OF GREENVILLE TO ALL WHOM THESE PRESENTS MAY CONCERN:  
PAID IN FULL THIS THE 14th DAY OF JUNE 1976

DONNIE S. TANKERSLEY  
WITNESS: *Charlotte J. Durby* BY: AMERICAN SERVICE CORPORATION OF S. C.  
JEFF. R. RICHARDSON, JR. W.D. *Richardson* 34214 PRESIDENT

(hereinafter referred to as Mortgagor) is well and truly indebted unto  
AMERICAN SERVICE CORPORATION OF SOUTH CAROLINA

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of THREE THOUSAND and 00/100----- Dollars (\$ 3,000.00 ) due and payable

ONE (1) year from date or upon the sale of the completed residence.

with interest thereon from date at the rate of eight per centum per annum, to be paid at maturity.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

ALL that piece, parcel or lot of land located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 5 on Plat entitled Section 1, Powderhorn, dated July 26, 1973, most recently revised March 1, 1974, prepared by Piedmont Engineers and Architects, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4X at Page 95, and having, according to said plat, the following metes and bounds, to-wit:

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(2) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises and collect the rents, issues and profits, including reasonable rental to be fixed by the Court in the event said premises are occupied by the mortgagor and after deducting all charges and expense attending such proceeding and the execution of its trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

(6) That if there is a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure 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 hand of any 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

FILED  
GREENVILLE CO. S.  
JUN 30 1976  
DONNIE S. TANKERSLEY  
R.M.C.

RECORDING FEE  
PAID \$ 1.00

JUN 30 '76

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