

RECORD

BOOK 78 1133

REAL ESTATE MORTGAGE
(Prepay in Trifurcate)

STATE OF SOUTH CAROLINA, COUNTY OF

CREATED FILED
NOV 11 1 20 PM '81
DONNA S. JENKERSLEY
R.M.C.

ORIGINAL - RECORDING
DUPLICATE - OFFICE COPY
TRIPLICATE - CUSTOMER

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Account Number	Amount Financed
03901660	81199.96

MORTGAGORS

(Names and Addresses)

James O. Farthing and
Joyce E. Farthing
Rt. 5 Scenic Drive
Travelers Rest, S. C. 29690

MORTGAGEE

COMMERCIAL CREDIT CORPORATION

607 N. Main St.

Greenville

SOUTH CAROLINA

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or pertaining

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Mortgagee, its successors and assigns forever. And the Mortgagors hereby bind their heirs, executors and administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee, its executors and assigns, from and against their heirs, executors, administrators and assigns and every person whomsoever 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 some insurance company acceptable to the Mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign 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 lien of the mortgage shall be extended to include and secure the same. In case said Mortgagee shall fail to procure and maintain (either or both) said insurance as aforesaid, subject to the provisions 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 procured or maintained such insurance as above permitted

Mortgagor does hereby covenant 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 equities as above provided in case of insurance

And if at any time any part of said debt, or interest thereon, be past due and unpaid, Mortgagee 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, in 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 payment costs of collection) upon said debt, interest, cost of expense 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 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 in 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 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 virtue

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FILED
NOV 9 1982
Donna S. Jenkinsley
R.M.C.

9/10/82
THE STATE OF SOUTH CAROLINA
The debt secured by the within mortgage has been satisfied full and the within mortgage is hereby cancelled and the lien discharged this 17th day of August, 1982
WITNESS: COMMERCIAL CREDIT CORPORATION
By: [Signature] Branch Manager

4328-RV-3