

MAY 8 1980  
Don'te S. Tankersley  
R.M.C.

MORTGAGE OF REAL ESTATE ... SOUTH CAROLINA

BOOK 1502 PAGE 737

BOOK 77 PAGE 1243

This Mortgage made this 23rd day of April, 1980, between  
Broadus C. Higgs & Margie Higgs

called the Mortgage, and Creditrith of America, Inc., hereinafter called the Mortgagee.

WITNESSETH

WHEREAS, the Mortgagee in and by his certain promissory note in writing of even date herewith is well and truly indebted to the Mortgagee in the full and just sum of Fifty nine thousand fifty seven & 48/100 Dollars (\$ 59,057.48), with interest from the date of maturity of said note at the rate set forth therein, due and payable in consecutive installments of \$ 492.00 each, and a final installment of the unpaid balance, the first of said installments being due and payable on the 29th day of May, 1980, and the other installments being due and payable on

the same day of each month

Net Amount \$27305.24

*Creditrith of America, Inc.*  
*7/23/82*  
*7/23/82*  
*44531001*  
*200*

FILE: This Mortgage (i) will not remove or alter the premises unless Mortgagee first consent thereto in writing, (ii) will maintain the premises in good condition and repair, (iii) will not commit or suffer waste thereof, (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Mortgagee's written consent, (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any Commission thereof.

6. If at any time any part of said sums hereby secured be past due and unpaid the Mortgagee hereby assigns the rents and profits of the above described premises to said Mortgagee, or its successors or assigns, and agrees 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, apply the net proceeds thereof (after paying costs of collection) upon said debt, interests, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

7. If default be made in the payment of any installment of said note or any part thereof when due, or in the performance of any of Mortgagee's obligations, covenants or agreements herein, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without notice or demand which are hereby expressly waived, and this mortgage may be foreclosed.

8. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagee shall be chargeable with all costs and expenses, including reasonable attorney's fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

9. No delay by Mortgagee in exercising any rights or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagee does and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the true intent and meaning of the 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 effect.

AND IT IS AGREED, by and between the said parties, that the Mortgagee is to hold and enjoy said premises until default of payment shall be made.

This Mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties herein. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS THE MORTGAGOR'S hand and seal, this 23rd day of April, 1980