

ORIGINALLY
RECORDED
IN THE
OFFICE OF THE
REGISTER

1938 MAR 17

THIS DEED OF TRUST (hereinafter referred to as the "Mortgage") is made this 25th day of September 1969 between 7116 S. STATE ST. N.E. ATLANTA, GA (hereinafter referred to as the "Mortgagee") of the one part and 12519 48 (hereinafter referred to as the "Mortgagor") of the other part.

payable in 60 equal installments of \$ 111.99 each, commencing on the 14th day of November 1969 and falling due on the same day of each subsequent month, as set forth in the said Note and conditions (hereinafter referred to as the "Note") attached hereto.

NOW, KNOW ALL MEN that the Mortgagee in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof, and also in consideration of Three Dollars to the said Mortgagee in hand well and truly paid, by the said Mortgagor, of and before his sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, sold and released, and have lawfully and quietly bought, sold and released unto the said Mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that lot of land in the city and county of Greenville, State of South Carolina being known as lot no. 25, Block A, Section 3, according to the Plat of East Highland Estates according to Plat of Record in the RMC Office for Greenville County in Plat Book K at Page 35 and having according to said Plat the following metes and bounds to wit:

Beginning at an iron pin on the southeastern side of Westview Drive at the joint front corner of Lots 25 and 26; which iron pin is situated 214.4 feet southwest of the intersection of Westview Drive and Laurens Road and running thence along the line of Lot No. 26, S 51-05 E 175.1 feet to an iron pin on a five foot strip reserved for utility purposes; thence along said strip S 37 W, 50 feet to an iron pin at the rear corner of Lot No. 24; thence with said lot, N 52-43 W, 175 feet to the Southeast side of Westview Drive; thence with said Drive N 37 E, 55 feet; to point of beginning.

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 said Premises unto the said Mortgagee, its (his) successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or cause any further necessary assurances of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said Mortgagee (s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said Mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said Mortgagee, and in default thereof, the said Mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said Mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said Mortgagee (s) his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the date of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said Mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said Mortgagee, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said Mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said Mortgagee, his (their) heirs, successors, or assigns, according to the conditions and covenants of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Mortgage and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

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

WITNESS my (our) Hand and Seal, this 29 day of September 1969

Signed, sealed and delivered in the presence of X Richard J. Abel (L.S.)

WITNESS John E. Lewis X Hazel Abel (L.S.)

WITNESS Carolyn Wallen