

GREENVILLE, SOUTH CAROLINA, THE 6TH DAY OF JUNE, 1969.

NOT KNOWING ALL, that the above named parties are the owners of the property described in the conditions of the said Note, which is in the possession of the said mortgagee, and also in possession of the said mortgagor, and that the same is held by the said mortgagee, and delivered by the presentee of the present note, and the said mortgagee, has Presentee of grant, assigns, and releases unto the said mortgagee, in his hand, successors and assigns, the following described real estate:

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, situate near Missingman Road, and containing one-third acre, more or less, and having the following metes and bounds, to-wit:

BEGINNING at the joint corner of Janie Davis, James Brown and Nancy Brown, and running thence along Janie Davis line 110 feet; thence by line parallel with the rear line of James Brown and Nancy Brown lot, 104 feet, more or less, to the Lindsey Peden line; thence 110 feet, more or less, along Lindsey Peden line to the rear corner of James and Nancy Brown lot; thence along the rear line of their lot, 104 feet, more or less, to the BEGINNING corner, and being identically the same property conveyed to James M. Valentine by Otis and Elm Davis by deed dated July 8, 1954, and recorded in the R.M.C. Office for Greenville County in Deed Book 503 at Page 336.

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 execute 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 mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on the 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 monies 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 mortgagor(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 sum so paid, with interest thereon, from the dates 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 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 (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 mortgagor, 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 agreements 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 Bargain 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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (soul) Hand and Seal, this 6th day of JUNE 1969

Signed, sealed and delivered in the presence of

(L.S.)

WITNESS

(L.S.)

WITNESS

(L.S.)