

FILED
 APR 28 1977
 DORRIS & TAMMRELEY

MORTGAGE

1385 PAGE 977

WHEREAS (we) James & Dorothy Kinlow
 (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Carolina Aluminum Products (hereinafter also styled the mortgagee) in the sum of

\$ 11,581.08, payable in 84 equal installments of \$ 137.87 each, commencing on the

30th day of May 1977 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) 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, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, being known and designated as Lot No. 35 of a subdivision of the property of Lanco, Inc. as shown on a plat prepared by R.K. Campbell and Webb Surveying and Mapping Company, October 1963, and recorded in the REC Office for Greenville County in Plat Book 2R, at Page 199, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Malone Street, joint front corner of lots Nos. 34 and 35, and running thence along the joint line of said lots, N. 71-30E. 130 feet to an iron pin, joint rear corner of Lots Nos. 45 and 44; thence along the rear line of lot no. 44, S 35-36E. 73.1 feet to an iron pin; rear corner of Lot No. 36; thence along the line of that lot, S. 71-30W 151.5 feet to an iron pin on the eastern side of Malone Street; thence along the eastern side of Malone Street N18-30W 70 feet to the beginning corner.

This is the same lot conveyed to grantor by Ward S. Stone by Deed recorded May 30, 1969 in Deed Vol. 869, page 62, and is conveyed subject to restrictions applicable to said subdivision recorded in deed vol. 771, at page 223, and is also subject to utilities and drainage easements of record. This is also the identical property conveyed by Charles A. Mundy to James Kinlow, Jr. and Dorothy Kinlow by Deed dated 1-27-69 and recorded 9-29-69 in Volume 876 at page 506 in the office of the Clerk of Court for Greenville County. This lien represents a second mortgage on above property. TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever.

DO 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.

DO IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep 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 said balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its 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.

DO IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, all fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its 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 sums so paid, with interest thereon, from the dates of such payments.

DO 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 come 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.

DO 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 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 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.

DO 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 (our) Hand and Seal, this 26th day of April 1977

Signed, sealed and delivered in the presence of

WITNESS Alvin Craig James Kinlow (L.S.)
W. A. [unclear] Dorothy Kinlow (L.S.)

WITNESS W. A. [unclear]



0977

4328 RV-2