



MORTGAGE

FEB 1 1979



WHEREAS (we) Spencer D. and Dula Cooper (hereinafter also styled the mortgagor) of 7850 Highway 121, Greenville, S.C. certain legal and beneficial owners, stand firmly held and bound with

Parkway Construction Co., Greenville, S.C. (hereinafter also styled the mortgagee) in the sum of

\$ 3,334.80 payable in 60 equal installments of \$ 55.58 each, commencing on the

13th day of March 19 79 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has 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 mortgagee, 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 piece, parcel or lot of land, situate, lying and being on the Southwestern side of Wrigley Street in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 94, Sec. VI, on Plat of Dunean, prepared by Pickell & Pickell, Engineers, dated June 7, 1948, recorded in Plat Book S at Page 176 and being described more recently, according to Plat of Spencer D. Cooper and Dula E. Cooper, prepared by Freeland and Associates, dated December 6, 1978, recorded in Plat Bk. 6X at Page 96. BEGINNING at an old iron pin on the southwestern side of Wrigley Street at the joint front corner of Lots 94 and 95 and running thence along the common line of said lots S. 62-00 W. 83.6 feet to an iron pin at the joint rear corner of said lots on the northeastern side of a fifteen (15') foot alley; thence along said alley N. 28-52 W. 55 feet to an old iron pin at the joint rear corner of lots 93 and 94; thence along the common line of said lots N. 62-00 E. 84.3 feet to an iron pin at the joint front corner of said lots on the southwestern side of Wrigley Street; thence along said street S. 28-08 E. 55 feet to an old iron pin, the point of beginning. This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises. DERIVATION: Deed of Lucita C. Douglas, recorded April 27, 1978 in Deed Book 1077 at Page 975.

This is the identical property conveyed to Spencer D. Cooper and Dula E. Cooper by deed of Minnie Belle J. Clayton Rice on 12/8/78 and recorded 12/11/78 in the office of the REC for Greenville County, S. C. in Deed Book 1093, page 515.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

DESCRIBED PROPERTY.

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 hereunder, 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 it may hereafter 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 said premises, insured against fire 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 proceeds 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 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, it should the debt hereby secured be placed in the hands of an attorney at law for collection, by such or otherwise, that all costs and expenses incurred in 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 mortgage, its (his) 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, its (his) 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 mortgage may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 3rd day of January 19 79

Signed, sealed and delivered in the presence of _____ (L.S.)

WITNESS Dwight H. Hunter _____ (L.S.)

WITNESS Tom H. Schmitt _____

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