

FILED  
OCT 9 1979  
Donnie  
RMC

MORTGAGE

562-35-5  
1483 700

Donnie (hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith,

and am held and bound unto Av Conditioning Corporation (hereinafter also styled the mortgagee) in the sum of

\$ 7150.80, payable in 120 equal installments of \$ 59.59 each, commencing on the

10th day of October 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereunto 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 Consumer Credit Contract; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Ike's Road, being shown as tract containing 1.31 acres on a plat of the property of Franklin Enterprises, Inc., dated August 1975, prepared by C.O Riddle and recorded in Plat Book 5M at Page 149 in the RMC OFFICE for Greenville County, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Ike's Road at the joint front corner of a 1.12 acre tract and a 1.31 acre tract and running thence with Ike's Road, N 84-35 W. 170 feet to an iron pin in the line of property now or formerly belonging to Franklin Enterprises, Inc., thence with said property, N 14-00 E 369 feet to an iron pin near a branch; thence with said branch, S 71-28 E. 73.5 feet to an iron pin; thence still with said branch S 53-24 E. 102.5 feet to an iron pin at the joint corner of a 1.12 acre tract and a 1.31 acre tract; thence S. 14-00 W. 298 feet to the point of beginning.

THIS BEING the same property conveyed to the grantors herein by deed of Franklin Enterprises, Inc., dated December 14, 1976 recorded in the RMC Office for Greenville County, S.C. December 15, 1976 in deed book 1047 at page 899

This being the same premises conveyed to the grantor herein by deed from C. Wynne Burdette & Mariell Burdette dated 2/15/78 and recorded in Deed Book 1073 at page 740 in the R.M.C. Office for Greenville County.

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 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 contract 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 a **FINANCE CHARGE** 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 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 sums so paid, with a **FINANCE CHARGE** 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 contract, 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 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 contract, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said contract 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 (our) Hand and Seal, this 13<sup>th</sup> day of July, 1979

Signed, sealed and delivered in the presence of Donna C. Burdette (L.S.)

WITNESS Alan Sawyer W. Karen D. Barker (L.S.)

WITNESS Kathy Lindlin

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