

FILED
 JAN 17 1980
 SOUTH CAROLINA
 State S. Tarkenton
 1980

MORTGAGE

BOOK 1493 PAGE 490

County of Greenville	Month 10	Date of this Mortgage Day 11	Year 19 79
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Name of Home Owner(s) and Spouse James C. & Gladys K. Johnson	Residence 215 Rutherford Rd, Greenville, S.C.
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bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor Southland Trane	Principal Office of Contractor P.O. Box 5483 Greenville, S.C.
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Twelve Thousand Sixty & 00/100 Dollars, (\$ 12,060.00).

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments	Amount of each installment	First Installment due on			Payable thereafter monthly on the _____ day of each month
			Month	Day	Year	
	<u>120</u>	<u>\$ 100.50</u>	<u>1</u>	<u>24</u>	<u>19 80</u>	<u>24</u>

together with interest at seven (7%) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s);

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 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, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina;

Street address 215 Rutherford Rd.	City/Town Greenville, S.C.	County Greenville, S.C.
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being the same premises conveyed to the mortgagor by deed of Estelle H. Galloway

dated 10-2 19 79, recorded in the office of the RMC of Greenville County in Book 877, Page 59 of which the description in said deed is incorporated by reference.

All that lot of land with the buildings and improvements thereon situate on the Northwest side of Rutherford Road near the City of Greenville, in Greenville County S.C. being shown as lots 9 and 10 on plat of Oaklawn Subdivision, recorded in the R.M.C. Office for Greenville County S.C. in Plat Book "E", Page 273 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of Rutherford Road at joint front corner of Lots 8 and 9 and running thence along the line of Lot 8, N 59-54 W. 125 feet to an iron pin; thence S. 29-35 W. 52.4 feet to an iron pin; thence with the line of Lot 11 S. 61-00 E. 125 feet to an iron pin on the Northwest side of Rutherford Road; thence along the Northwest side of Rutherford Road, N. 29-35 E. 50 feet to the beginning corner. *Principal Amount of Consideration is \$6000.00*

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage, no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

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