BOOK 1553 PAGE 423

MORTGAGE



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Sammie G. Craigo and Barbara J. Craigo

WHER AS I (we) which will be mortgager) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto the condition of the mortgager) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto Poinsett Discount Co., Inc., Greenville, S. C. _ (hereinafter also styled the mortgagee) in the sum of 84 equal installments of \$ 197.07 ___, payable in ___ 19 and falling due on the same of each subsequent month, as in and by the differento had will more fully appear. NGW, KNOW ALL MEN, that the matagarats) 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 matagaratic hand well and truly paid, by the said matagare, 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 matagare, 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 western side of Sulphur Springs Drive near the City of Greenville in the County of Greenville, State of South Carolina and known and designated as Lot No. 9 of the Property of R.G. Jones according to a plat prepared by John C. Smith dated January 9, 1960 and recorded in the RMC Office for Greenville County in Plat Book TT at Page 137, said lot having such metes and bounds as shown thereon. As recorded in the RMC Office for Greenville County, South Carolina, the title is now vested in Sammie G. Craigo and Barbara J. Craigo by deed of Rector G. Jones and Iza C. Jones as recorded in Deed Book 644 at Page 338 on February 15, 1960. **ALSO** ALL that piece, parcel or lot of land situate, lying and being on the western rear of the property owned by Sammay G. and Barbara J. Craigo on Sulphur Springs Drive, Greenville County, South Carolina, being shown as the property of Samny G. and Barbara J. Craigo, on plat thereof, prepared by John E. Woods, April, 1974, and recorded in the RMC Office for Greenville County in Plat Book 5B at Page 93, and having the following metes and bounds, to-wit: BEGINNING at an iron pin at the joint rear of the property owned by the Grantees, and running thence along the line of Rector G. Jones, N. 84-07 W., 175.1 feet to an income iron pin on the property of the property now or formerly owned by Richard A. and Erma K. Waldrep, N. 19-05 W., 228.9 feet to an iron pin; thence along the common line of the property nown or formerly owned by W.H. and Manie P. Hall, S. 64-45 E. 270 feet to the property nown of formerly owned by owner of the Craigo's land; and running thence and iron pin on the northwestern rear corner of the Craigo's land; and running thence to the said fremises belonging, or in corners of the said fremises belonging or in corners of the said fremises of the said fremises of the said fremises belonging or in corners of the said fremises of the said fremi 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. surances 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 mortgages its (his) heirs, successors and assigns, from and equinst 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 mortgages, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgages, and in default thereof, the said mortgages, its letter, 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 mortgages 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 fall to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgages, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalities and costs incurred thereon, and reimburse themselves under this mortgage for the sums so pold, 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 bereby, shall forthwith become due, at the option of the said mortgages, 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 attempt 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 harder and may be recovered and collected becomes. 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 mortgager, his (their) helps, executors or administrators shall pay, or cause to be paid unto the said mortgager, its (his) helps, 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 mortgager, his (their) helps, 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 mortgager, 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 martgager may hold and enjoy the said premises until default of payment shall be mode September 15th WITNESS my (our) Hand and Seal, this Signed, sealed and delivered in the WITNESS &

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