MORTGAGE 3 1982 1982 1982 1982 1982 1982 1982

800x1564 FAGE 958

AMOUNT FINANCED: \$2,693,50

Darleen O. Rucker

WHEREAS I (we) (hereinalter also styled the mortgager) in and by my (our) certain Note bearing even date regular, stand (irmly held and bound unto

Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgages) in the sum of

\$ 3,833,28 payable in 48 equal installments of \$ 79.86 each, commencing on the

1st day of April 19 82 and falling due on the same of each subsequent month, as in and by the said Note 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 Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgager in hand well and truly paid, by the said mortgager, 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, bargaine, sell and release unto the said mortgager, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that certainpiece, parcel, or lot of land situate, lying and being in Greenville Township, Greenville County, South Carolina, in the City of Greenville, being known and designated as Lot No. 103 and the easternmost portion of Lot 102, Block E, on a plat of East Park part of Boyce Addition to Greenville, S. C. recorded in the RMC Office for Greenville County in Plat Book A at Page 383, and being more recently shown on plat of property of Darleen O. Rucker by Carolina Surveying Co., dated December 14, 1979 and recorded in said RMC Office in Plat Book 7T at page 11 and having according to the more recent plat the metes and bounds as shown thereon.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property or/and of record.

As recorded in the records of the RMC Office for Greenville County, South Carolina, the title is now vested in Darleen O. Rucker by deed of Kathleen Gambrell Fuller as recorded in Deed Book 1117 at page 770 on December 21, 1979.

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

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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 mortgages, its (his) successors, helps 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 mortgages 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 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 (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereof, 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 sun 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 mortgages, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and relimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parities, 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 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 maid 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 mortgages, 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 past 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 anortgager, his (their) heirs, executors or administrators shall pay, or cause to be paid who the said mortgager, 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 mortgager, 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 cause, 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 mortgager may hold and enjoy the scald premises until default of payment shall be made.

WITHESS try (out) Hand and Seal, this 24th February 82

Signed, sealed and delivered in the freesence of

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WITNESS & CARD CONES

Darles O Rucker

-----(L.S.)

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