MORTGAGE

DOCUMENTARY STAMP TAX

AMOUNT FINANCED - \$4,002,36

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James A. and Barbara A. Grubos

Poinsett Discount Co., Inc., Greenville, S.C.

(hereinafter also styled the mortgages) in the sum of

7,083.72

NOW. KNOW ALL MEN, that the martgagaris) 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 martgagar in hand well and truly paid, by the said martgager, at and before the scaling 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 martgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, near the corporate limits of the City of Greenville, Tax District 235, and being known and designated as Lot No. 11(eleven) of a subdivision, of the Village of Mills Mill as shown on plat thereof made by Piedmont Engineering service, recorded in the RMC Office for Greenville County, South Carolina in Plat Book "GG at pages 60 and 61, reference is hereby made to said plat for a more complete description thereof. THIS is the identical property conveyed to Barbara A. Grubbs by deed of Faye O. Vaughan on 7-26-78 and recorded 7-28-78 in the office of the RMC for Greenville, S.C. in Deed Book 1084 at page 48.

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

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, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to proque a execute any further necessary as 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 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 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 this 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 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 fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgage, 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 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. hereby, shall forthwith become due, at the option of the said mortgages, its (his) helrs, successors or assigns, although the period for the payment of the said debt may not then have excited.

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 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 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 aministrators shall pay, or cause to be paid unto the said mortgages, its (his) heirs, successors or assigns, the said deht, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgages, 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 cease, determine and be void, otherwise it shall remain to full force and wither.

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.

Signed, sealed and delivered in the presence of

WITNESS my (our) Hand and Seal, this

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AND THE PROPERTY OF