

MORTGAGE REAL ESTATE

1324-100

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

WHEREAS, (We) Albria W. & Joan Downs

herein also called the "Mortgagor", being justly indebted to Mid State Manufacturing Co., 4307 White Horse Road, Greenville, South Carolina

of Greenville County, State of South Carolina, herein also called the "Mortgagee", in the

sum of Nine Thousand One Hundred Twenty Dollars and 00/100 (\$ 9,120.00 ) Dollars.

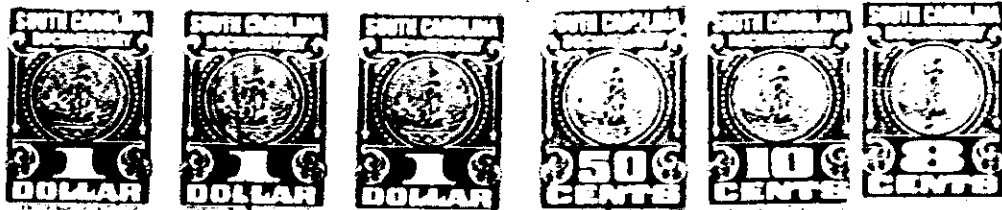
evidenced by one certain retail installment contract (hereinafter referred to as "Note") dated August 6, 1974

payable in 152 successive monthly installments of \$ 60.00 each. Said note is made a part hereof and is incorporated herein as though attached hereto. First Payment due March 6, 1975

NOW KNOW ALL MEN, that the Mortgagor in consideration of the debt, and for better securing the payment thereof, according to the terms of the note, and all other sums mentioned herein, to the Mortgagee, and also in consideration of Three Dollars to the Mortgagor in hand well and truly paid, by the 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 Mortgagee, its (his heirs), successors and assigns forever, the following described real estate

ALL that certain piece, parcel and lot of land, situate, lying and being in Greenville County, State of South Carolina, in Butler Township, Four (4) miles East of the Greenville County Court House, on the South Side of a county road, a top soil road, leading West of Congaree Road, and having the following Mets and bounds, to wit:

BEGINNING AT A POINT, joint from corner with lot conveyed by Garrett Ferguson to William and Mary Norris, point being 108.9 feet from easement for existing road, and running thence S. 25-13 E. 200 feet to a point, joint rear Corner of Norris Lot; Thence N. 64.47 E. 108.9 feet along Garrett property line to a point; thence N. 25-13 E. 200 feet to a point; thence with said country road, S. 64.47 N. 108.9 feet to the beginning corner.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises unto the Mortgagee, its (his heirs), successors 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 premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the Premises unto the Mortgagee its (his heirs), successors and assigns, from and against all persons lawfully claiming, or to claim the same or any part thereof.

PROVIDED, ALWAYS, that when the Mortgagor, his (their) heirs, executors or administrators shall pay, unto the Mortgagee, its (his heirs), successors or assigns, the herein described debt, with the interest thereon, if any shall be due, and also all sums of money paid by the Mortgagee, its (his heirs), successors or assigns, according to the conditions and agreements of this mortgage and shall perform all the obligations according to the true intent and meaning of the note 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 AGREED, by and between the parties hereto, that the Mortgagor 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 Mortgagee, for an amount not less than the unpaid balance on the Note in such company as shall be approved by the Mortgagee, and in default thereof, the Mortgagee, its (his 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 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 parties, that if the Mortgagor, his (their) heirs, executors or administrators, shall fail to pay all taxes and assessments upon the premises when the same shall first become payable, then the 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 interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the parties, that upon any default being made in the payment of the 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 Mortgagee, its (his heirs), successors or assigns, although the period for the payment of the debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the 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 fifteen percentum (15%) of the amount involved) shall thereupon become due and payable as part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS LASTLY AGREED, by and between the parties, that the Mortgagor may hold and enjoy the premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 1st day of March, 1975

Signed, sealed and delivered in the presence of

WITNESS *Ray Arnold* (L.S.)

WITNESS *Arthur W. ...* (L.S.)

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