



MORTGAGE

BOOK 1349 PAGE 371

WHEREAS Cleveland Golden and Dorothy M. Golden (hereinafter also styled the mortgagor, and by my (our) self (selves) herein, stand hereby held and bound unto

Carolina Aluminum Products Company (hereinafter also styled the mortgagee) in the sum of

\$ 8,750.28 payable in 84 equal installments of \$ 104.17 each, commencing on the

15th day of Oct 1975 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has with more fully appear.

NOW, KNOW ALL MEN, that the mortgagor, 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 mortgagee in hand well and truly paid to the said mortgagor, at and before the making 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 mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that piece, parcel or lot of land together with building and improvements thereon, situate, lying and being on the Southern side of Bluff Drive in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 44 on a plat of KENNEDY PARK made by Piedmont Engineers & Architects, dated January 10, 1968, and recorded in the RMC Office for Greenville County, S. C., in Plat Book WWW, page 10, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same conveyed to the Grantor by deed of Henry C. Harding Builders, INC., recorded in the RMC Office for Greenville County, S. C., in Deed Book 851, page 484, and is hereby conveyed subject to rights of way, easements, setback lines, roadways, and building restrictions of public record.

The Grantees agree to pay Greenville County property taxes for the tax year 1969 and subsequent years.

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



TOGETHER with all and singular the rights, members, necessitous 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 mortgagee, its (his) successors, heirs 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 hereunto, 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 mortgagee, its (his) heirs, executors, or administrators, shall keep the buildings on said premises, and shall contribute the cost of repairs by law, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be appointed by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may elect such insurance to be procured hereunder by 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 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 said parties, that if the said mortgagee, its (his) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises, when the same shall become payable, then the said mortgagee, its (his) heirs, successors or assigns, may make the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the said payments, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, its (his) heirs, executors, administrators or assigns, shall fail to pay any or all of the payments due on the said Note, when the same shall become payable, or if any other of the provisions of this mortgage, that then the entire amount of the debt secured, or interest to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not 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 law, statute or equity, that then the entire amount of the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, and all reasonable expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney's fee, shall be paid out of the amount involved, each thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected therefor.

PROVIDED, ALWAYS, that it is the intention of the parties to these Presents, that when the said mortgagee, its (his) heirs, executors or administrators shall have paid the debt secured by this mortgage, its (his) heirs, successors or assigns, the said debt, with the interest thereon, shall be discharged, and the said mortgagee, its (his) heirs, successors or assigns, shall be bound to execute and deliver to the said mortgagor, its (his) heirs, successors or assigns, a deed of reconveyance, and that the said mortgagor, its (his) heirs, successors or assigns, shall be bound to execute and deliver to the said mortgagee, its (his) heirs, successors or assigns, a deed of release, and that the said deed of reconveyance and deed of release shall be void, otherwise it shall remain in full force and virtue.

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

WITNESSE my (our) hand and seal, this 22nd day of August 1975

Signature and delivery in the presence of: Cleveland Golden
WITNESSE Fordon Durban Dorothy M. Golden
WITNESSE Gene Hunt

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