SUCK 1981 BASE 14 MORTGAGE S fareyas Date of this Mortgage **SOUTH CAROLI** Month Day Year 19 76 reenville 17 July Residence Name of Home Owner(s) W Donald D. McGinley & Wife, Bertie M. McGinley, 203 Wayman Drive bound jointly and severally if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly O 76 Name of Contractor Principal Office of Contractor 708 Spring St., N.W., Atlanta, Ga. Vinylgrain Industries of Ga., Inc. its heir Juccessors and assigns (hereinafter called the moltgagee), in the SUM OF ... Two Thousand, Three Hundred-Fifty-and-no/100.... Dollars, (\$ 2,350,00.....). First Installment due on Payable thereafter SAID SUM Number of Amount of each Month Day monthly on the installment TO BE PAID installments 19.76 September 17 .....day of s 56,78 60 AS FOLLOWS: together with interest at seven (7%) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s); S KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 to the Ö said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the **つ** receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell ₹ and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina; City/Town County Street address ۴ Greenville 203 Wayman Drive Greer, S.C. 76 being the same premises conveyed to the mortgagor by deed of..... Carl Duncan and Estelle R. Duncan 12 15, recorded in the office of the Clerk of Court of description in said deed is incorporated by reference. All that tract or parcel of land in Chick Springs Township, , Greenville County, State of South Carolina, near Pleasant Grove Church and School, on the East side of the J. Waymon Road, and being all of lot No. four (") and charm on plat of the 21, 1948, and Smith property, prepared by H.S. Brockman, Surveyor, June 21, 1948, and amended June 11th and July 1944, and having the following courses and distances less one acre, as follows, BEGINNING at iron pin on the east side of J. Waymon Smith Road, joint front corner of lots Nos. 4 and 5; thence N. 40-47 E one hundred ninety and ninety-five one-hundredths (190.95) feet to iron pin; thence N.39-38 one hundred (100) feet to iron pin; thence S 48+47 W one hundred ninty-one and fifty-three one hundredths (191.53) feet to iron pin on the east side of said road; thence therewith S 40-00 East one hundred (100) feet to the beginning corner, in being the same conveyed to the grantors by deed of J. Waymon Smith, July 31, 1956, and recorded in RMC office, Vol. 558 at page 400. 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 unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be

mortgage. That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisement rights. The mortgegor hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this

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