



MORTGAGE

1996 733

Bessie Lee McDaniel

WHEREAS I (we) (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

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

\$ 6,555.36, payable in 84 equal installments of \$ 77.52 each, commencing on the

3rd day of June 1977 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto 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 mortgagee in hand well and truly paid, by the said mortgagor, 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 said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that certain piece, parcel or lot of land, iwth all improvements thereog or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot 87 and a portion of Lot 88, as shown on Map #2 of Nicholtown Heights, recorded in Plat Book M at pates 4 and 5 and being more particularly described according to a revised plat of lots 87, 88, and 89, Map #2, of Nicholtown Heights prepared by C. O. Riddle, November 5, 2953, reference to said plat being craved for a more particular description. This is the same property conveyed to Mortagor by deed of Frank P. McGowan, Master in Equity, dated \_\_\_\_, recorded August 19, 1976.

Also, all that certain piece, parcel, oe lot of land situate, lying and being in the County of Greenville, South C-rolina, being known and designated as Lot 89 and a part of lot 88, Map 2, Nicholtown Heights, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book M, Page 5, and reference to said plat being craved for a more particular description. This is the same property conveyed to Mortgagor by deed of James Paul and Lou Bella Goodman dated June 7, 1974, and recorded in Deed Book 1000 at Page 861.

ALSO, all those pieces, parcels or lots of land situate, lying and being in Greenville County, South Carolina and being shown as lots 5, 6, and 7 on a plat of Richmond Hills recorded in the RMC Office for Greenville County in Plat Book

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise ent or appertaining. (cont)

HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever.

I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary as-ces of title to the said premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the said ses unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the or any part thereof.

IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the d balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with ut thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be ed to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse selves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

IT IS AGREED, by and between the said parties, that upon my default being made in the payment of the said Note, when the same shall e 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 y, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the ent of the said debt may not then have expired.

IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this oge, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for col- n, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a nable 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 ed hereby, and may be recovered and collected hereunder.

VIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, tors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, ing to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall n in full force and virtue.

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.

WITNESS my (our) Hand and Seal, this 13th day of April 1977

Signed, sealed and delivered in the presence of

Bessie Lee McDaniel (L.S.)

WITNESS [Signature] (L.S.)

WITNESS [Signature] (L.S.)



0733

4328 RV-23