

FILED  
MAY 8 1977  
DONALD S. JAMESLEY

MORTGAGE

1395 REC 855

WHEREAS I (we) Floyd E. McCall & Margie M. McCall  
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Beautyguard Manufacturers (hereinafter also styled the mortgagee) in the sum of

\$ 2124.00 payable in 36 equal installments of \$ 59.00 each, commencing on the

10 day of June 19 77 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 situate, lying and being in the State of South Carolina, County of Greenville Township, in a subdivision known as Morgan Mills, and being known as a portion of Lots Nos. 83, 84, 85 and 86 as shown on plat of said subdivision recorded in the RMC Office for Greenville County in Plat Book A at page 70 and being more particularly described as follows:

BEGINNING at an iron pin on the south side of Summitt Street which point is approximately 188.8 feet west from the southwestern corner of the intersection of Summitt Street with Brandon Road, now Woodside Avenue, and is a corner of lot now or formerly belonging to Fannie B. Floyd, and running thence along her line in a southwesterly direction 160 feet, more or less, to an iron pin; thence N. 88-30 feet to an iron pin, rear corner of lot conveyed to Jessie H. Edwards; thence along the line of her lot in a northwesterly direction 156 feet, more or less, to an iron pin on the south side of Summitt St.; thence along the line of said st., S. 88-30 feet to the beginning corner. This being the same property conveyed to the Grantor by deed recorded in the RMC Office for Greenville County, S.C., in Deed Book 944, page 511. This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat(s) or on the premises.

This is the identical property conveyed to Floyd & Margie McCall by deed of Vennie M. Spearman 9-16-74 of record at the Clerk of Court's Office for Greenville County, South Carolina 9-17-74 in Volume 1006 at page no. 784.

It is 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.

1977 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 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 title 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 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 paid 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 great 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 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 mortgagee, its heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse himself 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 mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then 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 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 (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.

AND IT IS FURTHER AGREED, 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 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, 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 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 28 day of April 19 77

Witnessed and delivered in the presence of

WITNESS

Albert M. [Signature]

Floyd E. McCall (L.S.)

Margie M. McCall (L.S.)

WITNESS

Albert M. [Signature]

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