CANAL CONTRACTOR OF THE PROPERTY OF THE PROPER DONNIE S. TANKERSLEY $R_iM_iC_i$ JUN 1 1 1979

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VCL **1469** FACE **74**9 MORTGAGE









Moceneth Annie Putnam

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(hereinalter also styles the mortgager) in and by my (our) certain Note bearing even date here ith, stand firmly held and bound unto

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

3,876.60 equal installments of \$ said Note and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW ALL MEN, that the morigagor(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 Dollians to the said morigagor in hand will and truly paid, by the said 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 said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the northern side of Pleasant Ridge Avenue and being known and designated as Lot No. 34, Section 1 on a plat of PLEASANT VIEW Subdivision, recorded in the RMC Office for Greenville County in Plat Book P at page 93, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record. This is the identical property conveyed to Moceneth A. Putnam by deed of James O. Higdon and Nancy R. Higdon dated 8/2/76 and recorded 8/6/76 in the R.M.C. Office for Greenville

County, S.C. in deed book 1040 at page 871. IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

This is the same property as that conveyed to the Grantors herein by deed recorded in the RMC Office for Greenville County in Deed Book 950 at Page 84.

The Grantees Address is 140 Pleasant Ridge Avenue, Greenville, South Carolina

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

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

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to produce 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 same 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 the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgages, for an amount not less than the unpaid balance on the said. Note in such company as shall be approved by the said mortgages, and in default thereof, the said mortgages, 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 said mortgages 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 markgagor(s), his (their) heirs, executors, administrators or assigns, shall full to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred therem, 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 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 mortgages, itse (his) heirs, successors or assigns, although the period for the name and the more act than have account. payment of the said febt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the interclasme of this AND II IS FURTHER AGREED, by man cetween the sum patter, that mindred personal regard processing as a market of the design of an attempt at law for collection, by suit or otherwise, that all casts and expenses incurred by the mortgages, its (his) helps, successors or assigns, including a reasonable 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 secured hereby, and may be recovered and collected here-inder.

PROVIDED. ALWAYS, and it is the true intent and meming of the parties to these Presents, that when the said mortgager, him (their) heirs, executors or administrators shall pay, or cause to be paid into the said mortgager, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgager, 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

4th WITNESS my (our) Hand and Seal, this _

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