

OCT 9 4 11 PM 1967

BOOK 1071 PAGE 655

DEED TO SECURE DEBT WITH POWER OF SALE (Short Form)

STATE OF GEORGIA, HART COUNTY.

In consideration of TWO THOUSAND EIGHT HUNDRED AND 00/100 (\$2,800.00) DOLLARS, the receipt whereof is hereby acknowledged,

Obie A. Seigler, Jr. and Pauline M. Seigler

of Hart County, Georgia, of the first part, has on this day bargained and sold and do hereby transfer and convey unto Lindsey T. Vickery and Lettie R. Vickery, their

successors, heirs, executors, administrators and assigns, of the second part, the following described tract of land, to-wit:

All that piece, parcel or lot of land situate, lying and being on the Southwestern side of Delray Circle near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 5 as shown on a plat entitled "Final Plat, Section Two, Farmington Acres", prepared by Carolina Engineering & Surveying Co., dated September 24, 1964, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book BBB at page 27, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of Delray Circle at the joint front corner of Lots Nos. 4 and 5, and running thence with the line of Lot No. 4 S. 48-43 W. 150 feet to an iron pin; thence N. 41-17 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence with the line of Lot No. 6, N. 48-43 E. 150 feet to an iron pin on the Southwestern side of Delray Circle; thence with the Southwestern side of Delray Circle S. 41-17 E. 100 feet to the point of beginning.

This is the identical property conveyed to L. M. Brown by C. E. Robinson, Jr., Trustee, in deed dated October 11, 1965, recorded in the R. M. C. Office for Greenville County, South Carolina, and the same as that conveyed to Obie A. Seigler, Jr. and Pauline M. Seigler by L. M. Brown in Deed dated October 20, 1965, recorded in Deed Book 784, at page 352, R. M. C. Office for Greenville County, South Carolina.

It is understood and agreed that this Deed is second and junior to one given by Obie A. Seigler, Jr. and Pauline M. Seigler to Carolina Federal Savings and Loan Association in Greenville, South Carolina, dated October 20, 1965, in the original sum of \$12,500.00.

It is understood and agreed that wherever the second parties are mentioned herein it shall be construed to include their heirs, executors, administrators and assigns.

TO HAVE AND TO HOLD the same in fee simple; and said first party warrants the title to the same unto said second party and assigns.

This conveyance is made to secure a debt of \$2,800.00 under Title 67, Section 1301 of the Code of Georgia of 1933, and also any other present and/or future indebtedness and/or liability of ours to second party.

The debt hereby secured is described as follows: One notes, and/or any notes given in renewal thereof, for \$2,800.00 dated August 24, 1967, and due on August 24, 1968.

In case said indebtedness or any installment due thereon is not paid promptly when due, or should first party default in any provision of this deed, second party, its successors or assigns, may at its option, declare the entire indebtedness evidenced hereby, and by said note or notes, immediately due and payable, time being of the essence of this contract, we authorize said second party, its successors or assigns, at option to sell said described property at public outcry before the court house door in Greenville County, Georgia, to the highest bidder for cash to pay said debt, with interest thereon and the expenses of the proceedings, including ten per cent. attorney's fees, if the claim be placed in the hands of an attorney for collection, after advertising the time, place and terms of sale in a newspaper of general circulation in said county once a week for four weeks. And said second party, its successors or assigns, may make to the purchaser title in fee simple to the same; and said second party or assigns are hereby authorized to bid and to buy at said public sale. The proceeds of said sale are to be applied first to payment of said debt and interest, and expenses of this proceeding; the remainder, if any, paid to said first party; said first party agreeing to surrender possession of said property without let or hindrance of any kind. But the foregoing powers for realizing on this security are cumulative only, and coupled with an interest, and are irrevocable by death or otherwise.

We agree to maintain \$2,800.00 fire insurance on building on this property with loss payable to second party.

Said first party hereby covenants that fee simple title to said property is vested in them, and that there are no liens of any nature against us.

Witness our hands and seals this 24th day of August, 1967.

Signed, sealed and delivered in the presence of:

Darlene Smith
Lloyd B Barnes

Obie A. Seigler, Jr. (SEAL)

Pauline M. Seigler (SEAL)

(SEAL)

Notary Public, XXXXXXXXXXXXXXXXXXXXXXXXXX, County, Ga.

(SEAL)

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