WHEREAS I (we) (hereingfer also styled the mortgagor) in and by my (our determ Note bearing even date herewith, stand firmly held and bound unto
By C Contracting Co (hereinafter also styled the mortgages) in the game of
\$ 4743.18 payable in 78 equal installments of \$ 60.81 each, commencing on the
day of
NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, excording to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of These Policas to the said mortgagor 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 mortgagoe, its (his) heirs, successors and assigns forever, the following described real estate:
All that certain piece, parcel, or lot of land in the County of Greenville,
State of South Carolina, being shown and designated as Lot NO. 41, of Subdivision entitled Propert of Pride and Patton Land Co., as shown on plat thereof prepared by R.B. Dalton, June, 1920, and having, according to said plat, the following metes and bounds, to wit:
Beginning at an iron pin on the southwesterly side of Heatherly Drive, joint front corner Lots Nos. 41 and 42, and running thence with the southwesterly side of said Drive N. 53-45 W. 50 ft. to an iron pin, joint front corner of Lots Nos. 41 and 40; thence with line of Lot No. 40, S. 36-15 W. 210 ft. to an iron pin; thence with rear line of Lot No. 4 S. 53-45 E. 50 ft. to the joint rear corner Lots Nos. 41 and 42; thence with line of Lot No. 42 N. 36-15 E. 210 ft. to the beginning corner.
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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises blonded; or an envise incident or appertaining. TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heresting assigns (prevent)
TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premise buonance incident or appertaining.
TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, hereathing assigns for very
AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any turner 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 mortgage 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 (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, 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 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 matrage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attomey 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 tee (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 hereunder.
PROVIDED, 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 the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, 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 9th day of OCT, 1968
Signed, sealed and delivered in the presence of L.S.)
WITNESS Dernon E. Green Hayel Wilson (L.S.) WITNESS J Breen
WITNESS U B Sorrels