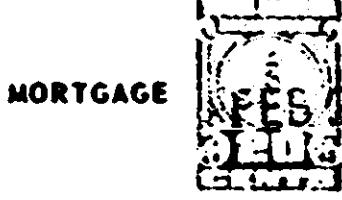




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1878

WHEREAS I (we) JONATHAN AND DOROTHY HAPPIERS
hereinafter also styled "the defendant" is/are by us, legal owners, title bearing over state herein, stand fully held and bound with

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

4,846.20, payable in 60 equal installments of .80.77 each, commencing on the

1st **APRIL** **18 79** and falling due on the same of each subsequent month, as in and by the
said note and conditions thereof, reference thereto had and made fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said Note, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its revisions 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 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 mortgagor, his (her) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the northwestern side of a private road, leading to Piney Road, formerly White Horse Road, being known and designated as lot #2 and an unnumbered lot in the rear thereof shown on a plat of the property of Fred M. Crow, made by J. C. Hill, Surveyor, September 13, 1954, and having, the following metes and bounds, to-wit:

REGNING at an iron pin on the northwestern side of a private road, at the corner of Lot #1, and running thence along the line of that lot, N. 32W. 125 feet to iron pin in line of property of F. M. Crow; thence with the line of said property, S. 63-50 W., 100 feet to iron pin at or near a spring, said point being the rear corner of Lot #3; thence with the line of Lot #3, S. 32 E., 123 feet to iron pin and the northwestern side of said private road; at the front corner of Lot #3; thence along the northwestern side of said private road, N. 64 E. 100 feet to the beginning corner. This is the said property conveyed to me by Paul R. Reece and Julia A. Reece by deed recorded in Vol. 635, at page 21 in the Greenville County NC Office. The grantees assure payment of a mortgage to First Federal Savings and Loan Association of a balance of \$3,960.28 as of Dec. 9, 1959.

This is the identical property conveyed to Johnnie Hendricks and Dorothy Hendricks by deed of J. Vance Faulkner on January 26, 1960 and recorded same in the office of the PMC for Greenville County, S. C. in Deed Book 643, page 294.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID FIRST LIEN ON THE ABOVE DESCRIBED PROPERTY.

RENTAL AGREEMENT
TOGETHER WITH BILL AND EXPLANATION OF THE LEASE PREMISES RELATING TO THE SAME.
IN WITNESS WHEREOF,

TO HAVE AND TO HOLD, all the right and title which the said Purchaser hath to the said Premises, its usual appurtenances, fixtures and contents thereon.

ARTICLE 11. **TERMINATION** - The parties shall have the right to terminate this agreement and communication, or to require to execute any further necessary documents of title to the said immovable, the value of which is determined by the cost of removal and delivery, between all and especially the said immovable until the said immovable has been purchased and assigned, from this against any possible doubtful claimants, or to claim the same in the court thereof.

ART. 11 OF ADDENDUM, by and between the parties hereto, that the said mortgagee, his heirs, devisees, executors, or administrators, shall keep the buildings on said premises, standing against fire or damage to the use the benefit of the said mortgagee, for an amount not less than the original balance of the said note it shall be agreed to pay to the said mortgagee, and as default thereof, the said mortgagee, its heirs, successors or assigns, may enter said building and remove therefrom under the mortgage for the expense thereof, with the same, from the date of its payment. And it is further agreed that the said mortgagee its heirs, successors or assigns shall be entitled to receive from the lessee above named \$100.00 per month in the payment of the sum secured by this mortgage.

and it is AGREED, by and between the said parties, that if the said corporation, its shareholders, executors, administrators or assigns, shall sell or convey all or any part of the said properties, either the same shall be sold entire or partially, then the said corporation, its shareholders, executors, administrators or assigns, may cause the same to be paid, deducted, out of all dividends and rents imputed thereto, and shall further deduct from the same the amount of the taxes, assessments, fees, costs, and expenses incurred by the said corporation.

102. IT IS AGREED, by and between the above parties, that upon the default, if being made in the payment of the said Note, when the same shall become payable, or at any other time the grace period of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the rate of the said mortgagee, its fluid heirs, successors or assigns, although the terms for the

ARTICLE 17. FURTHER AGREEMENTS: AND BETWEEN THE DEBT PARTIES, THAT SHOULD LEGAL PROCEEDINGS BE INSTITUTED FOR THE FORECLOSURE OF THIS
MORTGAGE, OR FOR THE RECOVERY OF ANY MONIES OWED, OR SHOULD THE DEBT SECURITY BECAUSE TO BE HELD BY AN ATTORNEY AT LAW, OR COL-
LECTOR, OR OTHER ATTORNEY, THAT ALL FEES AND EXPENSES INCURRED BY THE MORTGAGOR, OR THE ATTORNEY, OR COLLECTOR, INCLUDING A
REASONABLE ATTORNEY'S FEES NOT LESS THAN TEN PER CENT OF THE AMOUNT OF THE DEBT SHALL THEREUPON BECOME DUE AND PAYABLE AS A PART OF THE DEBT
AND THE SECURITY, AND SHALL BE COLLECTED AND ENFORCED SEPARATELY.

RECEIVED - ALREADY, and since the true intent and meaning of the parties to these Presents, that after the said mortgage, the interest, taxes, expenses & damages which may accrue to the said land, and the said mortgagee are the true & exclusive assignee, the said debt, with the interest thereon, shall be due, paid and satisfied to him, and no other, than by the said mortgagee. And the said debt, with the same, according to the conditions and agreements of the said note, and of the mortgage, and shall partition all the properties belonging to the true intent and meaning of the said note and mortgage, then this deed of Survey and Sale shall cease, determine and be void, otherwise it shall remain in force.

AND IT IS CLEARLY AGREED by and between the said parties, that the said mortgagee may hold and retain the said premises until default of payment as above.

RECORDED by John Ward and Fred. Wm. 14 A Oct 21, 1911.

REFERENCES AND NOTES To the extent that they have been published, references are numbered and cited in the following manner:

...the first half of the 19th century

4323 RV.2