

MORTGAGE

35077-3 1474-133

WHEREAS I (we) Donnie S. Tankersley (hereinafter also styled the mortgagor) in and by my (our) certain Creditor Credit Contract bearing even date herewith

stand firmly held and bound unto Donnie S. Tankersley (hereinafter also styled the mortgagee) in the sum of

\$ 1100.00 payable in 12 equal installments of \$ 100.00 each, commencing on the

10<sup>th</sup> day of August 1979 and falling due on the same of each subsequent month, as in and by the said Creditor Credit Contract and conditions thereof, reference thereto hereunto here 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 Creditor Credit Contract to 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 piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the North-western side of Crosby Circle, being known and designated as Lot No. 38 on a plat of Paramount Park Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book W at page 57. Reference to said plat is hereby craved for a metes and bounds description thereof.

DONNIE S. TANKERSLEY  
R.M.C.  
FILED  
JUL 19 1979  
7 8 9 10 11 12 1 2 3 4 5 6

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
STAMP  
000447

This being the same premises conveyed to the grantor herein by deed from Donnie S. Tankersley dated 3-22-79 and recorded in Deed Book 121 at page 221 in the R.M.C. Office for Greenville County.

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

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 now underlaid, 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 mortgagee, his (their) heirs, executors, or administrators, shall keep the buildings on said premises insured against fire, for the benefit of the said mortgagee, for an amount not less than the replacement value of the same, as shall be appraised by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors and assigns, may effect such insurance and reimburse themselves for the expense thereof, with a **FINANCE CHARGE** 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 loss sustained by this mortgagee.

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, administrators or assigns, shall be entitled to pay the same, together with all penalties and costs incurred thereon, and to add the same to the principal amount of the debt secured hereby, with a **FINANCE CHARGE** thereon, from the date of such payment.

AND IT IS AGREED, by and between the said parties, that in the event of any default by the said mortgagor(s) in the payment of the said debt, when the same shall first become payable, or in any other of the provisions of the said mortgage, 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, with which 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 the enforcement of the same, then the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall be liable for the cost of such proceedings, including a reasonable counsel fee, not in excess than ten percent of the amount involved, shall thereupon be payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the intent and meaning of the parties to these Presents, that when the said mortgagor(s), his (their) heirs, executors or administrators shall pay, or cause to be paid, the principal amount of the said debt, together with the interest thereon, the said debt, with the interest thereon, if any shall be due, and all sums of money paid by the said mortgagor(s), his (their) heirs, successors or assigns according to the conditions and agreements of the said contract and of this mortgage, and shall perform all the obligations according to the terms and provisions of the said contract 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 mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 10<sup>th</sup> day of June 1979

Signed, sealed and delivered in the presence of Donnie S. Tankersley

WITNESS W. H. ... (L.S.)

WITNESS ...

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