

MORTGAGE

ONNIE S. TANKERSILL
F I L E D
AUG 10 1979
R.M.C. OFFICE
GREENVILLE, S.C.

1410-410

WHEREAS (we) Billy Joe Harris & James L. Harris
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith

and firm Die Creditors Corporation (hereinafter also styled the mortgagee) in the sum of

\$3,300.00 payable in 12 equal installments of \$ 323.4 each, commencing on the

13th day of September 19 79 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereto had 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 Consumer Credit Contract; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor 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 mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that lot of land with the buildings and improvements thereon, situate on the North side of Folkstone Street near the city of Greenville, in Greenville County, S.C. being shown as Lot No. 110 on plat of Chestnut Hill No. 1, recorded in the RMC Office for Greenville County, S.C. in Plat Book QQ, Page 83(also recorded in Plat Book MM, Page 107), and having according to said plat, the following metes and bounds, to-wit

BEGINNING at an iron pin on the North side of Folkstone Street, at the joint front corner of Lots 110 and 111 and running thence along the line of Lot 111, N 7-55 E 140 feet to an iron pin; thence N 82-05 W 80 feet to an iron pin; thence S 7-55 W 140 feet to an iron pin on the North side of Folkstone Street; thence along the North side of Folkstone Street S 82-05 E 85 feet to the beginning corner.

The Grantees herein assume and agree to pay that mortgage given by James L. Harris to First Federal Savings & Loan Association of Greenville, in the original amount of \$13,950.00, dated July 14, 1965, recorded in the RMC Office for Greenville County, in Mortgage Book 1001, Page 146, on which there remains unpaid a principal balance of \$13,404.89. This being the same premises conveyed to the grantor herein by deed from James L. Harris dated 2-27 and recorded in Deed Book 518 at page 171 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 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, at said premises, against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said mortgage. Such payments shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage 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 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 therefor, with a **FINANCE CHARGE** 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 contract, when the same shall become payable, or any part thereof, the principal of this 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, 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 mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney 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 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 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 mortgagor, his (their) heirs, successors, or assigns according to the conditions and covenants of the said contract, and of this mortgage and shall perform all the obligations pertaining to the terms and conditions 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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 13th day of May 19 79

Signed, sealed and delivered in the presence of Billy Joe Harris (L.S.)

WITNESS Monroe (L.S.)

WITNESS Robert J. Harris

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