

MORTGAGE

WHEREAS I (we) *Walter J. B. Bishop*
(hereinafter also styled the mortgagor) is and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Surety Savings & Service, Inc. (hereinafter also styled the beneficiary) in the sum of

3000.00 payable in 60 equal installments of 50.00 each, commencing on the

15 day of *December*, 19⁷², and falling due on the same of each subsequent month, it is agreed by the

said Note and conditions aforesaid, whereupon said 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 Note which 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 mortgagor, at and before the sealing and delivery of these Presents, the (which) whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagor, its (his) heirs, successors and assigns forever, the following described real estate:

LEGAL DESCRIPTION: All that piece, parcel or lot of land in Gantt Township, County of Greenville, State of South Carolina, being known and designated as Lot No 15 of Conestee as shown by a plat thereof, made by R.E. Dalton, Engineer, dated December, 1943, and recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book "K", page 276. Said lot having the courses, distances, metes and bounds as are shown thereon.

It is understood that this mortgage Constitutes a Valid ~~MAXX~~ 2nd lien on the above Described property.



ELIZABETH RIDDLE
R.C.

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 mortgagor, 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 to execute any further necessary instruments 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 mortgagor 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, administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagor, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagor, and in default thereof, the said mortgagor, its (his) heirs, successors or assigns may effect such insurance and retain as a deduction from the unpaid balance on the said Note, the expense thereby, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagor its (his) heirs, successors or assigns, shall be entitled to receive (from the insurance money) 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 mortgagor, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimbursed themselves under this mortgage for the sum so paid, with interest thereon, from the date 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 mortgagor, 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 mortgagor, his (their) heirs, successors or assigns, including a reasonable counsel, and less than ten per cent of the amounts 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 while the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagor, 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, or caused to be paid, in discharge 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 Bargaining 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 22 day of *November*, 19⁷²

Signed, sealed and delivered in the presence of

WITNESS *Harry Burger*

WITNESS *Walter J. Bishop*

X Walter J. Bishop

X Eunie Bishop