MORTGAGE

2004 1307 HAGE 365

where As I (we) Robert Joe Walker and Sophia Jean C. nalker, his wife (hereinofter also styled the mortgager) in and by my (our) certain XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Carolina Siding Distr. (hereinalter also styled the mostpages) in the samed
\$ 5,490.00 payable in 60 equal installments of \$ 91.50 each, commencing on the
3th day of June 19 74 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereunto 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 Note; 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 mortgage, at and before the scaling and delivery of these Presents, the receipt where it 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 certain lot of land lying in the town of Fountain Inn, County of Grrnville, State of South Carolina, shown as Lot No. 13, Givens Street, on a plat of property of Blake P. Garrett, recorded in the R.M.C. Office for Greenville County, Plat Book "Z", Page 140, to which plat reference is hereby made for a more particular description.







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

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgages, its (his) successors, helps 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 wimant and forever defend all and singular the said Fremises 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 suit mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on suid premises, insured against less or damage by fire, for the benefit of the suid mortgages, for an amount not less than the unpuid balance on the suid Note in such company as shall be approved by the suid mortgages, and in default thereof, the suid 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 suid mortgages 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 mortgages, 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 same 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 mortgages, 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 martgage, or for any purpose involving this martgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all casts 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 mortgager, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgager, 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 mortgager, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgager and shall perform all the obligations according to the true intent and meaning of the said note and mortgager, 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 April 1974

Signed sealed and delivered in the presence of Robert Noe Walker

WITNESS HA Mile 10

Sophia Jean C. Walker

WITNESS Mile 10

Sophia Jean C. Walker

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