

MORTGAGE

BOOK 1367 PAGE 13

WHEREAS I (we) am/are married to Lydia and David Lee, respectively; and by my joint written consent, I accept Credit Contract bearing even date herewith,

stated firmly held and bound unto *Leopoldina et C. et C. et C.* then (after also styled the *Wittgenstein*) in the sum of

equal intervals of $\frac{1}{10}$ sec., each consisting of three pulses.

join day of DECEMBER 19th, and shall run in the space of each subsequent month, as it and by the said Credit Contract and conditions thereof, referred thereto, shall all more fully appear.

NOW, KNOW ALL MEN, that the **s. s.** stipulated in consideration of the said sum, and for the better securing the payment thereof, according to the conditions of the said **Deed of Trust**, herein, which part of its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor, in hand delivered and duly paid, by the said mortgagor himself; 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 heirs, executors and assigns forever, the following described real estate, all that tract, piece, parcel or tract of land with improvements thereon, lying, being and situate in Grays Township, County of Greenville, State of South Carolina; and containing 1.2 acres more or less, being the tract of land as shown in the Greenville County Tax books at sheet #., block # lot #.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in process needed or apprehended.

TO HAVE AND TO HOLD, of land situated as aforesaid, and all the rights and appurtenances thereto annexed, heirs and assigns.

AND I now do hereby bind my said self and my said heirs, executors and administrators, to prosecute or execute any further necessary processes of title to the said premises, the title to which has been mentioned, and also to warrant and forever defend all and singular the said premises unto the said occupier of the same, his heirs, executors and assigns, from and against all persons lawfully claiming or claiming the same of him, them thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor or his other heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note at such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagor, as this instrument gives him power, may effect such insurance and reimburse them selves under this mortgage for the expense thereof, with interest thereon 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 insurance money so 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, his 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, 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 sum so paid, with interest thereon, from the date of such payment.

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 chist 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, its heirs before 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 to the holder 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 (their) 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 mortgagee to his (their) heirs, successors, or assigns according to the conditions and agreements 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 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 premise until default of payment shall be made.

WITNESS my (part) Hand and Seal, this 13th

Signed, sealed and delivered in the presence of

WITNESS

WITNESS Robert J. Finelli

day of December 19 75
Eliezer E. Lyon (L.S.)
Jean D. Lynn (L.S.)