MORTGAGE

WHEREAS I (we) Grace Mungo Hurter (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Carolina Investors, Inc., Pickens, S. C. (hereinafter also styled the mortgagee) in the sum of

$ 13,532.40 payable in 84 equal installments of $ 161.10 each, commencing on the

5th day of January 19 78 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereunto has 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 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 certain piece, parcel, or lot of land in the County of Greenville just outside of the City of Greenville being lot # 15, Block G of the O. P. Mills property as a house on plat recorded in Plat Book F at Page 171, more particularly described as follows: towit: BEGINNING at an iron pin on Mills Avenue at the corner of Lot #13 and running thence with Mills Avenue, thence S. 44-44E 180 feet to an iron pin, thence N. 45-27E 59.4 feet to rear corner of Lot #13, thence with line of lot #13 N. 44-33W. 180 feet to the BEGINNING:

The Building line to be adhered to is 35 feet from front property line.

The above lot is conveyed upon conditions that the 16 foot alley shown on said plat is to extend in the rear of lot #15 in a westerly direction for a distance of 58 feet from the southwest corner of Lot #13.

This is the identical property conveyed to Grace S. Mungo by Louie Smith and recorded in the Office of the RMC for Greenville County, S. C. by will dated 10/14/63, probated 12/12/66, in Apt. 967, File 22.

IT IS UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

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) said and my (our) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the said premises unto the said mortgagee, its (his) 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, insured 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 Note in such company as 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 interest 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 under this mortgage for the sums 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 thereby, 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 mortgagee, 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 premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 2nd day of December 19 77

Signed, sealed and delivered in the presence of

Grace Mungo Hurter (L.S.)

WITNESS Gary C. Owen

(L.S.)

WITNESS Thomas B. Cantrell

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