\mathbf{c}

200x 1434 PAGE 801

MORTGAGE







Cora Redding

rafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto CarolinaInvestors, Inc. (hereinafter also styled the mortgages) in the sum of 1,265.28 egual installments of \$ 5th July 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 bereby made a part hereof; and also in consideration of Three Pollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the scaling and delivery of these Presents, the receipt wherecf 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 piece, parcel or lot of land, lying and being in Saluda Township, Greenville Cty., S. C., having the following metes and bounds, to-wit: According to plat and survey made by Terry T. Dill, Reg.C.E.&.L.S. #104 on August 7, 1965, BEGINNING on an iron pin and running N. 5-22 E. 104.3 Feet to an iron pin; thence S.85-15 E. 165' to an iron pin; thence N. 34-15 E. 54-8' to iron pin; thence N. 54-15 E.80.5' to iron pin; thence S. 13-00 W. 229' to iron pin; thence S. 69-45 W. 162' to iron pin; thence N, 10-15 E, 88' to iron pin; thence N, 85-15 W, 83' to iron pin the beginning corner, containing 1.39 acres, more or less. This being the same tract of land conveyed to Eulas and cora Redding by deed of Rhoda Tolley, (now Tolley Martz), recorded in the RMC Office for Greenville County in Book 781, page 26. ALSO that lot beginning on the original beginning corner of the above lot or tract of land and running thence N. 85'-15 W. 102' to a nail and cap in center of Cleveland Avenue Extension; thence with Cleveland Avenue Extension N. 42-34 E. 130.3' to a point in center of Cleveland Ave. Ext., nail and cap; thence S. 85-15 E. 24' to joint corner of other property conveyed above; thence with line of property conveyed above S. 5-22 W. 104.3 feet to the beginning corner, more or less. It being the intention of the Grantor in conveying this small additional lot to convey property up to the street right-of-way from the first lot deed above. LESS: All that piece, parcel or lot of land, lying and being in Saluda Township, Greenville Cty., State of S. C. and having the following bounds and distances. Beginning at the joint front corners of Tolley property and Grantors property fronting on Cleveland Avenue Extension and thence along Cleveland Ave. Ext. for a distance of sixty-five (65) feet TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertuising. TO HAVE AND TO HOLD, all and singular the said Prezises with the said mortgages, its (bis) successors, helps and assigns forever-AliD 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 simpular 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, insured against loss or damage by fire, for the benefit of the said mortgages, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgages, and in default thereof, the said 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 said mortgages its (his) heirs, successors or assigns shall be said to the said mortgage of the interest agreed to the said mortgage 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 mortgogor(s), his (their) beins, executors, administrators or assigns, shall fall to pay all taxes and assessments upon the said prealses when the same shall first become payable, then the said mortgages, its (his) beirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgone 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. 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 marigage, or for any purpose involving this marigage, 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 marigagee, 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. payment shall be made. PROCOLU