



MORTGAGE

5657-1
4328-123

001884978
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date hereto th
Doris S. Tucksey
RMC
stand firmly held and bound unto me and my heirs, executors, administrators, successors and assigns (hereinafter also styled the mortgagee) in the sum of

\$ 1012, payable in 12 equal installments of \$ 84.33 each, commencing on the

2012 day of November 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference to which 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 Consumer Credit Contract; 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 mortgagor, 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 heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land near the City of Greenville, in the County of Greenville, State of South Carolina, situate, lying and being on the North side of Camden Lane and being known and designated as Lot No. 134 on plat of Belle Meade, Sections 1 and 2, filed in the R.M.C. Office for Greenville County in Plat Book EE at Page 116 and 117, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern edge of Camden Lane, said iron pin being the joint front corner of Lots Nos, 134 and 135 and being 121.6 feet east of the intersection of Camden Lane and West Dorchester Boulevard and running thence N. 28-18 W. 190 feet to an iron pin; thence N. 61-42 E. 70 feet to an iron pin; thence S. 28-18 East 190 feet to an iron pin on the northern edge of Camden Lane; thence with said Camden Lane, S. 61-42 W. 70 feet to the point of beginning.

Subject to easements and restrictions of record.

BEING the same property as was conveyed to the Grantor herein from James A Herring, Jr. by warranty deed dated June 21, 1976 and recorded in Deed Book 1038 page 641 in the R.M.C. Office for Greenville County, South Carolina.

This being the same premises conveyed to the grantor herein by deed from James A. Herring, Jr. dated 2/3/76 and recorded in Deed Book 1038 at page 641 in the R.M.C. Office for Greenville County.

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 heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors, administrators, to procure or execute any further necessary assurances of title to the said premises, the title to which is now undivided, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, its heirs, successors, heirs 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, his (their) heirs, executors, or administrators, shall keep the buildings on said premises in good repair, and pay, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the principal and interest upon the sum that shall be unpaid by the said mortgagor, and in default thereof, the said mortgagee, its heirs, successors, heirs and assigns may deduct such amount and commence them selves under this mortgage for the respective amount, and a **FINANCE CHARGE** thereon, from the date of its payment. And it is further agreed that the said mortgagor, his (their) heirs, successors, heirs and assigns shall be entitled to receive from the insurance money to be paid, a sum equal to the amount of taxes assessed by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor, 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 heirs, successors, heirs and assigns shall be liable to the said mortgagee together with all penalties and costs incurred thereon, and to reimburse the said mortgagee for the same so paid, with a **FINANCE CHARGE** thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default by the mortgagor in the payment of the said contract, when the same shall be due 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 be made due at the option of the said mortgagee, its 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 growing out of the same, the said mortgagor, his (their) heirs, executors, or assigns, or his (their) heirs, successors, or assigns, or any of them, shall pay all expenses of such proceedings, including attorney at law fees, court costs, jury fees, otherwise, that all debts, expenses, and costs by the same incurred, its heirs, successors or assigns, including a reasonable amount for collection, shall be paid out of the amount so liquidated, all the money due and payable as a part of the debt so foreclosed may be recovered and collected by the same.

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 heirs, executors, or assigns, the said debt, with the interest thereon, if any shall be due, all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns according to the conditions and agreements of this instrument, and of this instrument shall perform all the covenants, according to the true intent and meaning of the said instrument, and of this instrument of Bargain and Sale shall cease, determine and be void, thereafter, and the same shall forever be useless.

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 20 day of November 1979.

Signed, sealed and delivered in the presence of

WITNESS W.M. Herring

WITNESS Elizabeth B. Herring

HMC-40E-S.C.(4-77)

William B. Herring (L.S.)

Elizabeth B. Herring (L.S.)

Greenville, SC 29601

4328 RV.21