MORTGAGE

FILED
OCT 3 1979
Donnie S. Tankersley
R.M.C.

WHEREAS I (we) [illegible] (hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith

stand firmly held and bound unto [illegible] (hereinafter also styled the mortgagee) in the sum of

$ [illegible] payable in [illegible] equal installments of $ [illegible] each, commencing on the

30th 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 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 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 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 of that certain piece, parcel or lot of land with the buildings and improvements thereon in the County of Greenville, State of South Carolina, being shown and designated as lot No 17, on plat of Fairfield Place, recorded in the R.M,C. Office for Greenville County in Plat book BB at page 141, and being more particularly described according to said plat as follows:

BEGINNING at an iron pin in the Northeastern side of Maggie Street at the joint front corner of lots nos 15 and 17, and running thence with joint line of said lots N. 43-50 E.135.5 feet to iron pin, in the line of lot no 13; thence with the line of said lot, N 18-21 W. 64.2 feet to iron pin in the Northern side of a 10 feet easement for utilities and drainage; thence with the Northern side of said easement, N87-25 W. 31.1 feet to an iron pin rear corner of lot no 19; thence with the line of said lot S 43-50 W 138.2 feet to an iron pin in the northeastern side of Maggie Street; thence with said street S 46-10E 40 feet to iron pin; thence continuing wtih Maggie Street S 36-10 E 40 feet to the point of beginning.

Said property was conveyed to the grantor by deed of Maggie D. King dated April 6, 1955 and recorded April 9, 1955 in the R.M.C. Office for Greenville County in Deed Book 522 at page 363; and by deed of Gertrude Brock by deed dated April 8, 1975 and recorded April 9, 1975 in the RMC office for Greenville County in Deed Book 1016 at page 528.

This being the same premises conveyed to the grantor herein by deed from [illegible] dated [illegible] and recorded in Deed Book [illegible] at page [illegible] in the R.M.C. Office for [illegible] 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 (his) successors, heirs 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 to be maintained, and also to warrant and forever defend all and singular 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 mortgagee, for an amount not less than the unpaid balance of the said contract, 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 a **FINANCE CHARGE** 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 may have a lien upon the said premises 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 being made in the payment of the said contract, 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 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 if any suit or action be brought thereon, or should the debt hereby secured be placed in the hands of an attorney at law for collection, or should the same be collected by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney's 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 contract, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said contract 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 _____ day of _____ 19____

Signed, sealed and delivered in the presence of

WITNESS Nita Inman

WITNESS _____

Randall M. Brock (L.S.)

Jean Adams Brock (L.S.)

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

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