

WHEREAS I (we) styled the mortgoger) in and by my (our) certain Note tearing even date herewith, stand firmly held and bound unto

Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgages) in the sum of

\$ 6,523.20 payable in 60 equal installments of \$ 108.72 each, commencing on the

7th day of Feb. 19 81 and falling due on the same of each subsequent month, as in and by the 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 Dollars to the said mortgagor in hand well and truly paid, by the said mortgages, at and before the scaling 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 mortgages, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, Greenville Township, containing 37.5 acres and having according to a plat made by J.C. Hill, March 7, 1955, the following metes and bounds, to-wit: BEGINNING at an old iron pin at northwestern corner of said tract and running thence S. 1-30 W. 1187.3 feet to old iron pin; thence S. 82-15 E. 1359 feet more or less to iron pin on branch; thence with branch as a line, the chord of which is N. 17-30 E. 774.6 feet to an iron pin at the corner of property of Janie Dial Rice; thence with the line of said property N. 82-15 W. 950 feet to an iron pin; thence N. 7-45 E. 265 feet to an iron pin; thence N. 82-15 W. 611.5 feet to the beginning corner.

ALL that piece, parcel or lot oa land in the State of South Carolina, County of Greenville, Greenville Township, being known and designated as the property of Ernest Sullivan according to a plat made by C.F. Webb, RLS, January 20, 1968, recorded in the RMC Office for Greenville County in Plat Book XXX at Page 77 and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin 168.7 feet from Lake Ridge Drive and running thence S. 76-39 E. 210 feet to an iron pin; thence S. 1-15 E. 168 feet to an iron pin; thence N. 89-54 W. 210 feet to an iron pin; thence N. 0-06 E. 210 feet to the point of beginning. LESS HOWEVER:

ALL that lot of land situate near Saluda Lake in the County of Greenville, State of South Carolina, being shown as a tract containing one acre on a plat of the property of Sarge H. Anderson dated March, 1972 prepared by John E. Woods, recorded in Plat TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise contincident or appertaining.

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TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (hiss) successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, esecutors 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 singular the said Premises who the said mortgages 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 unpuld balance on 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 supense 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 precises when the same shall first become payable, then the said mortgages, 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 bereby, 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 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 mortgages, 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 mortgager, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgager, 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 mortgager, 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 occording to the true intent and meaning of the said note and mortgager, then this Deed of Bargain and Sale shall causer, determine and be void, otherwise it shall remain in full force and wither.

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.

Signed, sealed and delivered in the presence of

WITNESS (Our) Hand and Seal, this 30th day of 19

Signed, sealed and delivered in the presence of 19

WITNESS (LIXE) (LIXE) (LIXE)

WITNESS (LIXE)

(L.S.)

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