





(hereinafter also styled the mortgagee)

Johnny R. Evett and Eva Louise Evett

Poinsett Discount Co., Inc., Greenville, S. C.

(hereinafter also styled the mortgager) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

7,767.48 payable in 84 equal installments of \$ 92,47 each, commencing on the

1ST day of March 19 81 and falling die on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereinto had will more fully appear.

NOW, KNOW ALL MEN, that the marigagor(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 Bollans to the said marigagor in hand well and truly paid, by the said marigagee, 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 marigagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Union Bleachery Village in the County of Greenville, South Carolina, and being more particularly described as Lot No. 35 as shown on a plat entitled "Subdivision for Union Bleachery, Engineering Service, March, 1959, and recorded in the RMC Office for Greenville County in Plat Book QQ at Pages 80 and 81. According to said plat, the within described lot is also known as No. 20 Lester Street (Avenue) and fronts thereon 59.6 feet.

This conveyance is made subject to all restrictions, set back lines, roadways, easements, and rights of way, if any, appearing of record; and on the premises or on the recorded plat, which affect the property hereinabove described.

As recorded in the records of the RAC Office for Greenville County, South Carolina, the title is now vested in Eva Louise Evett by deed of Frances B. Carlton as recorded in Deed Book 1081 at page 667 on June 21, 1978.

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

TOGETHER with all and singular the rights, members, harefitaments and appurtenances to the said premises belonging, or in anywise inclined or appearately and

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 unencumbered, and also to warrant and forever defend all and singular the said Fremises unto 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 items 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 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 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 hereby, shall forthwith become due, at the option of the said martgages, 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 time intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cruse to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be fire, and also all sums of money paid by the said mortgagee, his (their) heirs, successors, or assigns, according to the conditions and opportunities 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 Barysin and Sale shall coase, determine and be void, otherwise it shall remain in fail force and wirts.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until describ of payment shall be made.

WITNESS my (our) Hand and Sent this 28th pary of Jaruary 13 81

Signed, sealed and delivered in the presence of

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WITNESS KCEXCEN JONES

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