S 0-

41 int 542

STATE OF SOUTH CAROLINA COUNTY GREENVILLE

Johnny Morgan WHEREAS, hereinaster called Mortgagors (whether one or more persons) are indebted to Security its principal office at Winston-Salem, North Carolina, bereinafter called the Insurance Eighty-Five Hundred and No/100-----

for money loaned as evidenced by a note of even date with this instrument, which note bears interest and the principal and interest being payable in equal monthly installments in an amount authori in said note. beginning on the 1st day of October 1959 , and like amount on the month thereafter until the 1st day of September 19.76, when the balance of Congress and interest will be

AND, WHEREAS, the Mortgagors desire to secure the payment of said note with inferest and any additional payments percing after agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND. WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining this balance shall at the option of the helder, bear interest at the rate of six per cent (6%) per annum; and upon failure to per any installment when due, the remaining unpaid balance shall immediately become due and payable at the option of the holder upon installment when due, the remaining unpaid balance shall immediately become due and payable at the option of the holder upon sue thereon and foreclose this mortgage. In case the said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed necessary by the holder thereof for the protection of its integer of place, and if the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then the either of said cases the Mortgagors promise to pay all costs and expenses, including reasonable attorneys' fees, all of which shall be added to the mortgage inhebitedness, and payment thereof, secured hereby to the same extent as if it were a part of the original debt.

NOW. THEREFORE, in consideration of the aforesaid loan and to secure the payment thereof with interest and the additional, payments herein agreed to be made, and to secure the reriormance of all the agreements and covenants herein contained, and also in consideration of the further sum of Three Dollars (\$300) paid to the Mortgagors by the Insurance Company before the signing of this instrument, the receipt of which is hereby acknowledged, the Mortgagors have granted bargained, sold and released and by this

instrument do grant, bargain, sell and release unto the Insurance Company the lot or parcel of land lying and being in Chick Springs Township, County of Greenville and State of South Carolina, described as follows:

All that lot of land in Greenville County, State of South Carolina, 803 ma 10

If the Mortgagors shall fail to pay any premium for any insurance above mentioned or any taxes, assessment, levy or charge, when due, the Insurance Company may, at its option, make such payments and in such case the amounts so paid shall immediately become debts due to the Insurance Company by the Mortgagors, shall bear interest at the rate of six per cent per annum until paid, and shall be secured by this mortgage to the same extent as the note hereinabove described.

The Insurance Company shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premise; hereinbefore described without consideration of the value of the premises or the solveney of any person liable for the payment of the nowing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured.

In case the Insurance Company shall voluntarily or otherwise become a party to any suit or legal proceeding to protect the property herein described or the title thereto, or to protect the lien of this mortgage, the Mortgagors will immediately reimburse the Insurance Company for any amounts paid by it in connection with any such suit or proceeding, including all costs, expenses and attorney's fees, and such payments shall be secured by this mortgage to the same extent as the note hereinabove described.

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness hereby secured, when due, or in the event of failure to comply with any of the coverants or agreements contained in this mortagge, or in the event of actual or threatened demolition or injury or waste to any of the property covered by this mortagge which may impair its value, then and in any such event, the entire indebtedness secured by this mortagge shall, at the option of the Insurance Company, become at once due and payable, regardless of the maturity date thereof, and the Insurance Company may thereupon or at any time thereafter institute foreclosure proceedings.

IT IS FURTHER COVENANTED AND AGREED that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina by virtue of which any tax may be levied or assessed against, or based upon, the interest of the Insurance Company in the premises or other property covered by this mortgage, or its ownership or interest in this mortgage, or in the note herein described, or any other indebtedness hereby secured, whether such tax be for state or local purposes, or in the event of any change in any of the laws now in force providing for the taxation of mortgages or debts secured by mortgage, then the whole of the unpaid indebtedness secured by this mortgage shall, at the option of the Insurance Company and without notice to any party, become immediately due and payable and the Insurance Company may institute foreclosure proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mort-gagors do and shall well and truly pay or cause to be paid unto the Insurance Company the debt represented by the aforesaid note, with interest thereon, in accordance with its terms and any and all other sums which may be due and payable hereunder when due, and shall faithfully perform all the covenants and agreements herein contained, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the parties hereto that the Mortgagors shall be entitled to hold and enjoy the aforesaid premises until default shall be made as herein provided.

The covenants and agreements herein contained shall bind, and the benefits and powers thereof herein conferred shall inure to the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have bereunto set their hands and seals, this day of September