MAR 18 1970

MORTGAGE

BOOK 1150 PAGE 433 26755

70 PAGE 559

Hubert W. Bennett And Mary J. Bennett

J & N HOME IMPROVEMENT

$ 13,366.80 payable in 120 equal installments of $ 111.39 each, commencing on the

5 day of 5 19 70 and falling due on the same of each subsequent month, as is set out by the said note and conditions thereof, reference thereunto had with more fully appears.

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 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 final heirs, successors and assigns forever, the following described real estate:

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND IN GREENVILLE COUNTY, STATE OF SOUTH CAROLINA, NEAR THE EASTERN SIDE OF HIGHWAY NO.29, BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE EASTERN SIDE OF U.S.HIGHWAY NO. 29, SAID PIN BEING IN THE EDGE OF THE RIGHT-OF-WAY OF HIGHWAY NO. 29 AND LOCATED 241 FEET NORTH OF THE INTERSECTION OF SAID HIGHWAY IN A COUNTY ROAD AND RUNNING THENCE WITH SAID HIGHWAY, N 14-45 E. 229. 1 FEET TO AN IRON PIN; THENCE N.20-40 E. 199.3 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY S.44-16 E.100.1 FEET TO AN IRON PIN; THENCE S. 54-13E. 127 FEET TO AN IRON PIN ON THE WESTERN SIDE OF COUNTY ROAD; THENCE S. 53-04 W. 126.9 FEET TO AN IRON PIN; THENCE CONTINUING WITH SAID ROAD, S. [illegible] FEET TO AN IRON PIN, CORNER OF PROPERTY NOW OR [illegible] PROPERTY OF HARRIS, N.36-21 W. 68.8 FEET [illegible] S. 61-22 W.

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 mortgagee, its final 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 mortgagee, its final heirs, successors or assigns, including a reasonable counsel fee (if not less than five 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.

AND IT IS FURTHER AGREED, 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 final heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and shall do all such acts as may be required by the said mortgagee, its (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 according to the true intent and meaning of the said note and mortgage, then this deed in the right, and law 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.

Contd. on

WITNESS my (our) hand and seal, this 12 day of Sept. 2 19 70

Signed, sealed and delivered in the presence of:

WITNESS: JUN 9 1990

WITNESS:

FILED JUN 9 1990 Dorothy S. Tankersley R.M.C.

Hubert W. Bennett (L.S.)

Mary J. Bennett (L.S.)

35197

4/7/86

Witness: Jacque J. Est

Title