

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S. C.

AUG 31 11 30 AM '71

MORTGAGE

BOOK 1204 PAGE 457

TO ALL WHOM THESE PRESENTS MAY CONCERN
OLIVE FARNSWORTH
R. M. C.

THIS MORTGAGE is made by and between the Mortgagor(s) Bryan A Goodwin

(herein "Borrower(s)") and the Mortgagee First Piedmont Bank and Trust
Greenville, South Carolina (herein "Lender").

WHEREAS the Borrower is indebted to the Lender in the sum of \$ 4,500.00 as evidenced by the Borrower's promissory note of even date herewith (herein "Note") the terms of which are incorporated herein by reference, with principal and interest to be paid as therein stated;

NOW THEREFORE TO SECURE to Lender (which term shall for all purposes herein include any Holder) (a) the payment of the indebtedness referred to above and also any extensions or renewals thereof, notes given in payment of interest, and all attorney's fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and the enforcement and protection of the mortgage created hereby; (b) the payment of all future sums, together with interest thereon, advanced to or for the account of the Borrower by the Lender in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein, and (c) the repayment of all other money heretofore or hereafter advanced by the Lender to or for the account of the Borrower and all other present or future direct or contingent liabilities and indebtedness of the Borrower to the Lender of any nature whatsoever, and any extension or renewal thereof (all hereinafter collectively called the "Obligations"), the Borrower (jointly and severally if more than one), does hereby mortgage, grant, bargain, sell and release unto the Lender, its successors and assigns,

ALL that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon situate in the County of Greenville, State of South Carolina, described as follows:

All that certain lot of land lying in the State of South Carolina, County of Greenville, known as Lot 79, Section 2 on a Plat of Pecan Terrace recorded in Plat Book EE at P. 108 in the R.M.C. Office of Greenville County, said lot having a frontage of 79 feet on the southern side of South Wingate Road, a depth of 184.6 feet on the eastern side, a depth of 209.2 feet on the western side, and a rear width of 99.6 feet being the same property conveyed to Bobby G. Sexton by a deed recorded in Deed Book 730 at P. 233.

This mortgage is junior in lien to that certain mortgage given by Clay D. Ivester, Attorney in fact for Tommy M. Pillow, and subsequently assumed by Bryan A. Goodwin to Aiken Loan & Security Co. and recorded in the RMC office of Greenville County in Mortgage Book 807 P. 319, said mortgage having a balance of 8,087.02

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate hereafter the "Property".

TO HAVE AND TO HOLD all and singular the said premises unto the Lender, its successors and assigns forever. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that Borrower will warrant and forever defend generally the title to the Property unto the Lender forever against all claims and demands, subject to easements, restrictions and prior mortgages of record. Borrower further covenants and agrees as follows:

1. To pay to the Lender when due any and all indebtedness as hereinabove defined. 2. To pay prior to their becoming delinquent all taxes and assessments against said premises, and on demand to exhibit receipts therefor. 3. Within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged. 4. That waste to said premises shall not be committed or suffered. 5. To keep all buildings now or at any time on said premises insured in companies to be selected by the Lender herein which policy or policies shall be first to the first Mortgagee, and second, to the Lender herein as then interests may appear, which policies shall be let and remain with the said Lender until the indebtedness is fully paid. 6. To pay all prior encumbrances and the interest thereon at the time or times when the same shall become due and payable. 7. That this Mortgage shall become due and payable, with or without the Borrower conveys the mortgaged Property, or if title to the mortgaged property shall be conveyed to any other person in any manner whatsoever other than by death of the Borrower.

In the event of failure so to insure, or pay taxes or assessments, or the payment of interest on the indebtedness thereon when due, the Lender may procure such insurance, or pay such taxes or assessments, or discharge any lien or tax lien or title affecting said premises, or pay all prior encumbrances, and the interest thereon, and the amount of any money so paid, the Borrower agrees to pay immediately without demand and the same with interest on the unpaid principal of payment at the highest contract rate allowed by South Carolina law shall be so much additional indebtedness secured hereby.

It is agreed that the Borrower shall hold and enjoy the premises above described in the same quiet and peaceable manner as if this mortgage or in the note or any other indebtedness secured hereby. It is the true meaning of the assumption made by the Borrower shall fully perform all the terms, conditions, and covenants of this mortgage, and if the same are not fully performed, this mortgage shall be utterly null and void, otherwise to remain in full force and effect. If there is a default in any of the terms, conditions or covenants of this mortgage, or of the note or any other indebtedness secured hereby, then, at the option of the Lender, all sums then owing by the Borrower to the Lender shall become immediately due and payable, and the premises may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Borrower become a party to any suit involving this Mortgage or the title to the premises described herein or should the debt secured hereby be by or any part thereof be placed in the hands of an attorney at law for collection, by any means whatsoever, then the expenses incurred by the Lender, and a reasonable attorney's fee, shall thereupon become due and payable, and the same shall be paid at the option of the Lender, as a part of the debt secured hereby, and may be recovered and enforced as a part of the debt secured hereby.

It is further understood and agreed that this mortgage is a lien to any proceeds of the mortgaged premises, or any other within described premises.

HAYNSWORTH, PERRY, BAYNETT, MARION & JOHNSTONE

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