

MORTGAGE OF REAL ESTATE TO SECURE NOTE-WITH INSURANCE TAX AND ATTORNEY'S FEES CLAUSES

The State of South Carolina

GREENVILLE CO. S. C.

OCT 22 2 38 PM '71

OLLIE FARNSWORTH R. M. C.

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Send Greeting:

WHEREAS I/We the said Clara S. Howell in and by my (our) certain promissory note bearing date the day of A.D., 19 stand firmly held and bound unto the said Floyd H. Smith and Olfria L. Smith, or order, in the sum of Six Thousand Five Hundred Dollars, payable in successive monthly installments, each of Fifty (\$50.00) Dollars, except the final installment, which shall be the balance then due, the first payment commencing on the first day of July, 1971, and on the first day of each month thereafter until paid, as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

Now, Know All Men, That I/We The Said Clara S. Howell for and in consideration of the said debt and the sum of money aforesaid and for better securing the payment thereof, and to secure any renewal or extension of said note; also to secure any other present or future indebtedness or liability of grantor to grantee or to subsequent holders of said note, including any sums paid by grantee or its assigns for the purpose of obtaining the discharge in whole or in part of any taxes or contractual or statutory liens or other encumbrances against said described property and also in consideration of value received 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 Floyd H. Smith and Olfria L. Smith, their successors and assigns the following described property to wit:

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in or near the City of Greenville, with improvements thereon situate, and being more particularly described as Lot No. 42, Section "C" as shown on a plat entitled "A Subdivision Of Woodside Mills, Greenville, South Carolina" made by Pickell & Pickell, Engineers, Greenville South Carolina, January 14, 1950 and recorded in the R. M. C. Office for Greenville County in Plat Book "W" at pages 111 through 117, inclusive. According to said plat, the within described lot is also known as Lot No. 62, East Seventh Street and fronts thereon 59 feet.

Being the same property conveyed to Helen B. Griffith by deed recorded October 12, 1964 in the R. M. C. Office For Greenville County in Deed Book 759 at Page 412. This conveyance was made subject to the restrictive covenants and easements contained in a deed recorded in Deed Book 407 at Page 340.

Together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To Have and to Hold all and singular, the said Premises unto the said Floyd H. Smith and Olfria L. Smith, their successors, Heirs and Assigns forever.

And I do hereby bind my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Floyd H. Smith and Olfria L. Smith, their successors, Heirs and Assigns, from and against claiming, or to claim the same, me and my Heirs, Executors, Administrators and Assigns and all persons lawfully claiming, or to claim the same, of any part thereof.

And it is agreed by and between the said parties that in case of default in any of the payment of interest or principal or of the taxes or insurance premiums as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once. Floyd H. Smith and Olfria L. Smith

And it is Further Agreed, by and between the said parties, that the said Olfria L. Smith their Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Floyd H. Smith and Olfria L. Smith and in case that or shall, at any time, neglect or fail to do so, then the said

may cause the same to be insured in their name, and reimburse themselves for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

And it is Further Agreed and Covenanted, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor her Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case said mortgagor(s) shall fail to do so, the said Mortgagee, its Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of Six (6%) per cent, per annum, from the date of such payment, under this Mortgage.

Provided Always, Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I/We the Clara S. Howell do and shall well and truly pay, or cause to be paid, unto the said Floyd H. Smith and Olfria L. Smith the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true and meaning of the said note and all sums of money provided to be

paid by the Mortgagor her Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

And it is Agreed, by and between the said parties, that Clara S. Howell, her heirs and assigns are to hold and enjoy the said Premises until default of payment shall be made.