

MAY 2019

MORTGAGE

1358 FILE 49

WHEREAS I (we) Robert F. Scott and Zomena Scott (hereinafter also styled the mortgagor or mortgors) by their certain Note bearing even date herewith, stand firmly bound unto

Carolina Aluminum Products Company (hereinafter also styled the mortgagee) in the sum of

\$ 14,343.84 payable in 84 equal installments of \$ 170.76 monthly, commencing on the

10th day of June 76, and falling due on the same of each subsequent month, so long as by the said Note and conditions thereof reference herein is not fully paid.

NOW KNOW ALL MEN, that the mortgagor 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 covenants is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee in hand well and truly paid by the said mortgagor, and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (their) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel or lot of land, with improvements thereon, located in Gantt Township, Greenville County, State of South Carolina, being in the Northwest corner of a tract of land now or formerly owned by Otis Scott and described more particularly as follows: BEGINNING at an iron pin on the rear of lot now or formerly owned by Maude H. Miller in the extension of the property line between Maude H. Miller and Clarence Purgens and running thence with the line of the Miller lot in a Northerly direction 205 feet to an iron pin on the rear corner of the Miller lot, said pin being located in the line of land formerly owned by James Scott; thence running in an Easterly direction along the line of land formerly owned by James Scott, 102 feet to an iron pin; thence running a new line parallel to the line of the Miller lot in a Southerly direction, 204 feet to an iron pin; thence a new line through the lands of Otis Scott, 102 feet in a Westerly direction to the point of beginning, and containing 4 acre, more or less.

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



TOGETHER with all and singular the notes, covenants, indentures and agreements on the said premises belonging, or in any way incident thereto.

TO HAVE AND TO HOLD, all and singular the said Premises, with the said mortgagee, its (their) heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to execute or execute any further necessary conveyances of title to the said premises, the title of which is unencumbered, and also to warrant and defend all and singular the said Premises unto the said mortgagee its (their) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, its (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said note in such number as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (their) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense incurred, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (their) heirs, successors or assigns shall be entitled to receive from the insurance company to the said, 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 mortgagee, its (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 mortgagee, its (their) 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 sum 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 mortgagee, its (their) 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 judgment involving this mortgage, it should the debt hereby accrued be placed in the hands of an attorney of law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (their) heirs, successors or assigns, including a reasonable counsel fee (to not less than ten per cent of the amount involved) shall therefore 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 true intent and meaning of the parties to these Presents, that when the said mortgagee, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (their) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid 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 of Trust and Sale shall cease to determine and be void, otherwise it shall stand in full force and virtue.

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

WITNESS my (our) Hand and Seal this

Signed, sealed and delivered in the presence of

WITNESS Robert F. Scott

WITNESS Zomena Scott

Robert F. Scott (U.S.)
Zomena Scott (U.S.)

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