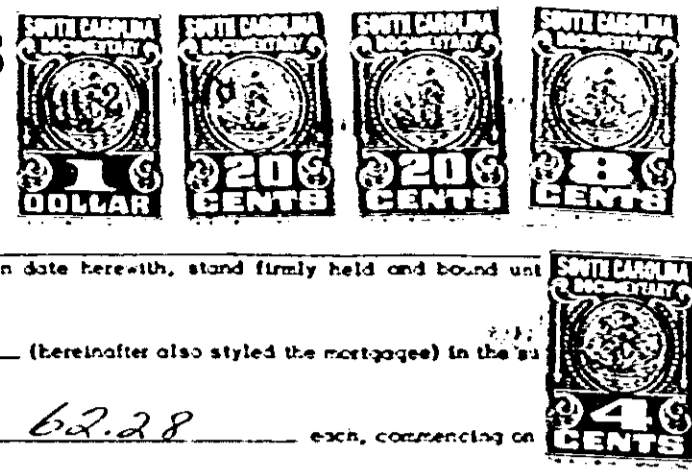


IT IS UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE WITHIN DESCRIBED PROPERTY.

JUL 21 1978
W. S. TANKERSLEY

BOOK 1438 PAGE 893
MORTGAGE



Frank Hembree
(hereinafter also styled the mortgagee) in and by my (our) certain Note bearing even date here-with, stand firmly held and bound unto

Beautygard Mfg. Co. Inc (hereinafter also styled the mortgagee) in the sum

\$ 3736.80 payable in 60 equal installments of \$ 62.28 each, commencing on

1 day of Sept. 19 78 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagee(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 mortgagee 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 (his) heirs, successors and assigns forever, the following described real estate:

All that piece, parcel, lot or tract of land in Bates Township, Greenville County, State of South Carolina, About 13 miles northwest of the City of Greenville, just off of the Buncombe Road, being part of a subdivision of D.B. Tripp known as the Nannie Benson Place, and being Lots 9, 10, 11, 12, & 13 as shown on a plat of Tract 2 of the Benson Place, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book "V", Page 99: BEGINNING at a point in the center of a 30-ft. wide new road, at corner of Lot 8, and running thence with line of Lot 8, N. 9-30 W. 367 feet to stake; thence S. 42-30 W. 464.50 feet to an iron pin; Thence S. 6-03 W. 325 feet to point in center of new road; and thence with said new road N. 86-45 E. 551 feet to beginning corner. ALSO: that other tract of land in the Township, County and State aforesaid adjoining the above described lots, and being Tract No. 3 on the original plat of the Benson Place, recorded in the R.M.C. Office for Greenville County; in Platbook R, Page 73, and having the following metes and bounds according to said plat:

BEGINNING at a stake in line of West property, corner Tract No. 1 and running thence N. 6-03 E. 1,222 feet to stake at corner Tract No. 14-C; Thence with line of Tract 14-C, N. 88-30 W. 301 feet to stake at corner of Tract 4; thence with line of Tract No. 4 S. 6-00 W. 1,222 feet to stake in line of West property; thence with line of West property S. 88-30 E. 300 feet to beginning corner.

This is the identical property conveyed to Frank W. & Guynell Hembree by deed of Maudie T. Smith of record at the R.M.C. Office for Greenville County, S.C. Deed was recorded 10-30-58 in Volume No. 466 at page No. 47.

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 mortgagee, its (his) successors, heirs and assigns forever.

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

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss 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 company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, 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(s), his (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 (his) 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 sums 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 (his) 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 (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten 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.

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 (his) 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, his (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 Bargain and Sale 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 mortgagee may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 18 day of July 19 78

Signed, sealed and delivered in the presence of Frank Hembree (L.S.)

WITNESS Harry N. Taylor (L.S.)

WITNESS Paul G. Heston (L.S.)

(CONTINUED ON NEXT PAGE)

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