

MORTGAGE



1438-427

stand firmly held and bound unto *the mortgagee* (hereinafter also styled the mortgagee) in the sum of

\$ _____ payable in _____ equal installments of \$ _____ each, commencing on the

20th day of *November* 19*79* and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereto had will more fully appear.

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 Consumer Credit Contract; 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 mortgagor, 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 of that lot of land in Greenville Township, Greenville County, State of South Carolina with the buildings and improvements thereon, being known and designated as Lot No 91 (ninety-one) of Section 3, as shown on plat entitled "Subdivision for Victor-Monaghan Mills, Greenville, S.C." a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book S. at pages 179-181, inclusive. Said lot is also known as 31 Donaldson Street and fronts thereon 75 feet.

The above described property is a portion of the property conveyed to Charles J Spillane by deed of Ila Elizabeth Gilstrap (formerly Ila Elizabeth Nicholson) by deed dated July 13, 1966 and recorded July 15, 1966 in the R.M.C. Office for Greenville County in Deed Book 802 at page 148.

The grantee is to pay all of the 1979 Greenville County Property tax on the above described real estate.

This being the same premises conveyed to the grantor herein by deed from *Charles J Spillane* dated *9-11-79* and recorded in Deed Book _____ at page _____ in the R.M.C. Office for *Greenville* County.

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 hereby indicated, 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, 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 of the said contract, and shall pay as shall be required by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors and assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with a **FINANCE CHARGE** thereon, from the date of its payment. And it is further agreed that the said mortgagee, its (his) heirs, successors and 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, 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 same so paid, with a **FINANCE CHARGE** 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 contract, 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, by or for this mortgagee, its (his) heirs, successors or assigns, or should be placed in the hands of an attorney at law for collection, 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 percent 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 mortgagor, 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 mortgagor, his (their) heirs, successors or assigns according to the conditions and provisions of the said contract and of these Presents, the said mortgagor shall perform all the obligations according to the true intent and meaning of the said contract, and inasmuch that 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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this _____ day of _____ 19 *79*

Signed, sealed and delivered in the presence of *Steve J. Lawrence* (LS.)

WITNESS *Michael* *Danah E. Lawrence* (LS.)

WITNESS _____

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