

FILED
GREENVILLE CO. S. C.

BOOK 804 PAGE 313

STATE OF SOUTH CAROLINA
GREENVILLE COUNTY

SEP 30 2 30 PM 1959

WHEREAS, I. C. A. Caldwell, of the County of Greenville,

hereinafter called Mortgagors (whether one or more persons) are indebted to Security Life and Trust Company, a corporation with its principal office at Winston-Salem, North Carolina, hereinafter called the Insurance Company, in the sum of Ten Thousand and No/100 Dollars (\$ 10,000.00) for money loaned as evidenced by a note of even date with this instrument, which note bears interest at a rate specified therein, and the principal and interest being payable in equal monthly installments in an amount specified in said note, and the installments beginning on the first day of November, 19 59, and like amount on the first day of each successive month thereafter until the first day of October, 19 76, when the balance of principal and interest will be payable.

AND, WHEREAS, the Mortgagors desire to secure the payment of said note with interest and any additional payments hereinafter agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND, WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining unpaid balance shall at the option of the holder, bear interest at the rate of six per cent. (6%) per annum; and upon failure to pay any installment when due, the remaining unpaid balance shall immediately become due and payable at the option of the holder who may sue thereon and foreclose this mortgage. In case the said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed necessary by the holder thereof for the protection of its interest to place, and if the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then, in either of said cases the Mortgagors promise to pay all costs and expenses, including reasonable attorneys' fees, all of which shall be added to the mortgage indebtedness, and payment thereof, secured hereby to the same extent as if it were a part of the original debt.

NOW, THEREFORE, in consideration of the aforesaid loan and to secure the payment thereof with interest and the additional payments herein agreed to be made, and to secure the performance of all the agreements and covenants herein contained, and also in consideration of the further sum of Three Dollars (\$3.00) paid to the Mortgagors by the Insurance Company before the signing of this instrument, the receipt of which is hereby acknowledged, the Mortgagors have granted, bargained, sold and released and by this

instrument do grant, bargain, sell and release unto the Insurance Company the lot or parcel of land lying and being in Chick Springs Township, County of Greenville, and State of South Carolina, described as follows:

On the western side of Barry Drive near the City of Greenville and being known and designated as Lot No. 68 of Terrace Gardens as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "QQ", Page 85 and being described according to said plat and according to a recent survey by Jones & Sutherland, Engineers, as follows:

BEGINNING at an iron pin on the western side of Barry Drive at the joint front corner of Lots Nos. 67 and 68, which iron pin is 149.1 feet South of the point where Barry Drive begins to intersect with Chatman Street, and running thence N. 51-58 W. 139.1 feet to an iron pin; thence N. 87-35 W. 105.5 feet to an iron pin; thence S. 17-15 W. 52.7 feet to an iron pin at the joint rear corner of Lots Nos. 68 and 69; thence S. 51-58 E. 207.6 feet to an iron pin on the western side of Barry Drive; thence along Barry Drive N. 38-02 E. 110.0 feet to the beginning corner.

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

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all fixtures, machinery or equipment of every kind either now upon or hereafter placed upon the premises or in any house or other structure upon or hereafter placed upon said premises, which are or shall be attached to said premises, building or other structure by nails, screws, bolts, pipe connections, masonry or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the Insurance Company, its successors and assigns. And the Mortgagors do hereby bind themselves, and their heirs, successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the Insurance Company, its successors and assigns from and against the Mortgagors, their heirs, successors, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagors covenant and agree that they will pay all taxes, assessments, levies and charges upon or against the land and other property herein described and hereafter covered by this mortgage when due, and will continuously keep the buildings and structures now or hereafter on said premises insured against loss and damage by fire, tornado and wind storm, and against such other hazards and in such amounts as the Insurance Company may require, for the benefit of the Insurance Company, loss, if any, to be made payable in the policy or policies of insurance to the Insurance Company as its interest may appear, the loss payable clauses to be in such form as the Insurance Company may require, and will pay the premiums therefor when due. All insurance shall be in companies approved by the Insurance Company and the policies and renewals thereof shall, when issued, be immediately delivered to the Insurance Company to be held by it. All renewal policies will be delivered to the Insurance Company at least ten days prior to the expirations of the policies of which they are renewals. The proceeds of any insurance, or any part thereof, may, at its option, be applied by the Insurance Company either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed.

It is agreed that none of the property hereinabove described will be conveyed or transferred while this mortgage is in effect, unless the Insurance Company shall have given its consent in writing thereto. If any such conveyance or transfer is made without such prior written consent, the balance of the note then unpaid, with interest, and any other obligations hereby secured, shall, at the option of the Insurance Company, become immediately due and payable.

If any policy or policies of life insurance upon the life of the Mortgagors or either of them or of any other person shall be assigned as additional security for the payment of the indebtedness secured hereby, the Mortgagors covenant and agree that they will pay or cause to be paid all premiums on such policy or policies as they become due, and will keep such policy or policies in effect and assigned to the Insurance Company as additional security for the payment of the indebtedness secured hereby until all of such indebtedness has been paid.

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