

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, City Finance Company, its 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 mortgagor, ~~his heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee,~~ City Finance Company, its successors and assigns, certain attorneys

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 City Finance Company, its 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, and the conditions thereunder written, 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 mortgagor is to hold and enjoy the said premises until default of payment shall be made.

WITNESS BY Hand and Seal, this 22nd day of January in the year of our Lord

one thousand nine hundred and sixty and in the one hundred and year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of Albertus C. Spain (L. S.)

Witnessed by:

Syble Brunson  
James D. McKinney Jr.  
STATE OF SOUTH CAROLINA,  
Greenville County

Syble Brunson

BEFORE ME personally appeared

and made oath that he saw the within named Albertus C. Spain

sign, seal, and as his act and deed, deliver the within written Deed; and that he with

James D. McKinney Jr. witnessed the execution thereof.

Sworn to before me, this 22nd

day of January A. D. 19 60

James D. McKinney Jr. (L. S.)  
Notary Public for South Carolina

Syble Brunson

STATE OF SOUTH CAROLINA,  
Greenville County

I, James D. McKinney Jr., a Notary Public, do hereby certify unto all whom it

may concern, that Mrs. Nola S. Spain the wife of the within named

Albertus C. Spain did this day appear before me, and upon being

privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of

any person or persons whomsoever, renounce, release and forever relinquish unto the within named City Finance

Company, its successors and assigns

and assigns, all her interest and estate, and also all her right and claim of Dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 22nd

day of January A. D. 19 60

James D. McKinney Jr. (L. S.)  
Notary Public for South Carolina

Nola S. Spain

Recorded January 23rd, 1960 at 11:27 A.M. # 20839