

SOUTH CAROLINA

THE STATE OF ~~ALABAMA~~ **ALABAMA**

~~GREENVILLE~~ **GREENVILLE**
COUNTY

BOOK 958 PAGE 287

FILED
MAY 12 1964
Mrs. Ollie Farnsworth
R. M. C.

THIS INSTRUMENT, made and entered into on this, the 28th day of March 1964 by and between

Christine W. Dear and husband, C. Fitzhugh Dear

parties of the first part, and THE FIRST NATIONAL BANK OF ANNISTON, Anniston, Alabama, party of the second part, WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the principal sum of

----- Five Thousand Six Hundred and No/100 ----- Dollars,

evidenced by promissory note(s) of even date herewith, payable at The First National Bank of Anniston, Anniston, Alabama, as follows, to-wit:

Payable on the 25th day of June, 1964, with interest at 6 (six) per cent per annum from date until paid.

NOW, THEREFORE, IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

All of that lot of land in the County of Greenville, State of South Carolina, known as Lot No. 17, Section C of Croftstone Acres according to plat of C. B. Dawsey dated August, 1946, and recorded in the R.M.C. Office for Greenville County in plat book S at pages 78 and 79; said lot fronting 100 feet on the northern side of Rutherford (Camp) Road; said lot being 290 feet deep on the eastern side and 301.9 deep on the western side with a width of 100 feet on the rear.

The above described property is the same conveyed to the grantor in deed book 525 at page 94.

This mortgage is given to secure our personal endorsement of the note of Dear's Market described above.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every covenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any covenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first, the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part covenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessments or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness hereinabove described; or party of the second part may, at its election, proceed to foreclose this mortgage.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

2. J. Long (L. S.)
Witness 1.

C. Fitzhugh Dear (L. S.)

2. Cecil Wheeler (L. S.)
Witness 2.

Christine W. Dear (L. S.)

for mortgage to this satisfaction on R.G.M. Book 1137 page 8

RECORDED AND CANCELLED OF RECORD
27th DAY OF May 1964
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
11:35 O'CLOCK A. M. NO. 28310