

FILED

This instrument prepared by Jack Cordall, 9 Sandra Ave. Ext., Greenville, S. C.

SEP 8 - 1969

MORTGAGE

BOOK 1136 PAGE 129

W. M. C.

THIS INSTRUMENT (two) Barnett + Ora J. Rice hereinafter also styled the mortgagor(s) in and by my (our) cousin Note bearing even date herewith, stand firmly held and bound unto

B+C Contracting Co (hereinafter also styled the mortgagee) in the sum of 2,115.38 payable in 60 equal installments of \$ 35.26 each, commencing on the 15 day of Oct, 19 69 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto 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 These 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:

Beginning at a stake on Calvary Street at the Robert Bowen corner, and running thence North along said street 32.83 feet to a stake; thence N. 61-35 W. 38-65 feet to a stake; thence S. 28-15, W. 32-83 feet to a stake; thence S. 61-35 E. 88.5 feet to the point of beginning.

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 secure or execute any further necessary covenants 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 herein, 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 the payment. And if it further appear 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, or intended to be secured hereby, shall lathwaith become due, or 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 other 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 amount for 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 covenants 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 15 day of Aug, 19 69

Signed, sealed and delivered in the presence of

Barnett Rice (1.5.)

WITNESS R. H. Doney

Ora J. Rice (1.5.)

WITNESS Harold S. Peart

IDS CREDIT CORPORATION

SUITE 114, 1455 TULLIE ROAD, N. E.

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