

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, **T.B. Henry** 214 E. Washington St., Greenville, S.C. 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, **their** heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, 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 **T.B. Henry, Greenville, S.C.** 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 mortgagors **are** to hold and enjoy the said premises until default of payment shall be made.

WITNESS **OUR** Hand and Seal, this **15th** day of **October** in the year of our Lord

one thousand nine hundred and **Seventy-Three** and in the one hundred and **ninety-Seven** year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

Witness: Karen Smith
Frances L. Revis

ELLIS HARKNESS (L. S.)
Flossie K. Harkness

Witness
STATE OF SOUTH CAROLINA,
Greenville County }

BEFORE ME personally appeared **Frances L. Revis**

and made oath that he saw the within named **Ellis & Flossie Harkness**

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

witnessed the execution thereof.

Karen Smith
Sworn to before me, this **15th**
day of **October**
A. D. 19 **73**
Notary Public for South Carolina
STATE OF SOUTH CAROLINA,
Greenville County }

I, **Karen Smith**

may concern, that Mrs. **Flossie K. Harkness**

Ellis Harkness

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 **T.B. Henry**

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 **15th**

day of **October**
A. D. 19 **73**
Karen Smith (L. S.)
Notary Public for South Carolina

Flossie K. Harkness

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