

RECORDING FEE  
PAID \$ 2.75

GREENVILLE COUNTY

1325 249

STATE OF SOUTH CAROLINA

REAL ESTATE MORTGAGE

COUNTY OF GREENVILLE

FOR VALUE RECEIVED, the undersigned provides to pay to the order of Riddle Farm, A Limited Partnership the sum of Ten Thousand, Seven Hundred, Twenty Seven & 64/100ths (\$10,727.64) --- payable in 84 monthly installments of \$ 127.71 each, beginning on the 1st day of November, 19 74 and continuing on the same day of each month thereafter until paid in full, with interest after maturity at the rate of eight percent (8%) per annum.

Default in the payment when due, of any payment provided for herein shall cause the whole debt evidenced hereby to become immediately due and payable at the option of the owner and holder hereof.

If the owner and holder hereof shall elect to permit the default to be cured by the payment of late payment charge of five per cent (5%) of the delinquent installment or Five Dollars (\$5.00) whichever is less, shall be paid by the undersigned to the owner and holder hereof as a condition of curing such default. If it becomes necessary to collect this debt by suit or place it in the hands of an attorney for collection, the undersigned agrees to pay a reasonable sum in addition to the principal and interest as due as attorney's fees.

**NOW KNOW ALL MEN THAT John Daniel Colaluca**

hereinafter jointly or severally called Mortgagor in consideration of the aforesaid debt and to secure the payment thereof, and any renewals thereof and any other and further sums for which the Mortgagor may be indebted to Riddle Farm, A Limited Partnership hereinafter called Mortgagee at any time for the performance of Mortgagor's obligation hereunder, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns forever, that real property described as being of Lot 146.

Saddle Horse Farms Subdivision as same is shown on map thereof recorded in Plat Book 4-R Page 77-82, 95.

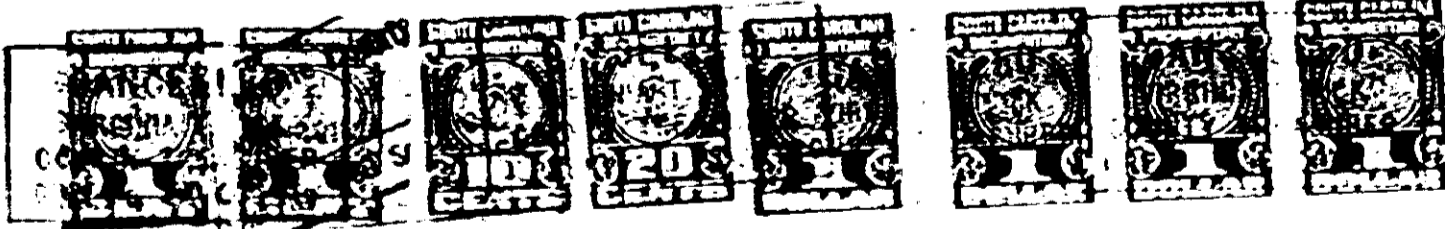
Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits, which may arise or be had therefrom.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinafter described in fee simple absolute, that he has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever, except for enforceable easements and restrictions of record, including those contained in the Deed to Mortgagor. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part hereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the indebtedness evidenced by the said note, and any renewals thereof at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, public assessments or other purposes covenanted herein to be paid or performed by the Mortgagor, and the sums so advanced or accruing shall be payable on demand of the Mortgagee and shall bear interest from demand at the same rate as the Mortgage debt bears from maturity, unless otherwise provided in writing.
3. Mortgagor will pay all taxes, except for the current year's taxes, and public assessments on the mortgaged premises annually before the same become delinquent and exhibit said receipt therefor to the Mortgagee, and, on the failure of the Mortgagor to pay all taxes and public assessments, the Mortgagee may, at its option, pay said items and charge all advances therefor to the mortgage debt.
4. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the note secured hereby. It is the true meaning of this instrument that if the Mortgagor shall fully perform all the terms, conditions, and covenants of this mortgage, and of the note secured hereby, that then this mortgage shall be utterly null and void, otherwise to remain in full force and virtue. If there is a default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then, at the option of the Mortgagee, all sums then owing by the Mortgagor to the Mortgagee shall become immediately due and payable and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the Mortgagee become a party to any suit involving this Mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagee, and a reasonable attorney's fee shall thereupon become due and payable immediately or on demand, at the option of the Mortgagee, as a part of the debt secured thereby, and may be recovered and collected hereunder.
5. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.



5.4.32

WITNESS my hand and seal this 17th day of October, 19 74

Signed, sealed and delivered in the presence of  
Thomas M. O'Neil  
Pat O'Bryan

John Daniel Colaluca (Seal)  
John Daniel Colaluca (Seal)

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