



STATE OF SOUTH CAROLINA  
COUNTY OF Greenville

WHEREAS, (We) Earl Lewers & Estelle Lewers

herein also called the "Mortgagor", being justly indebted to S & N Construction Co.

of Greenville County, State of South Carolina, herein also called the "Mortgagee", in the

sum of Eight-thousand, two hundred-fifty-five & 40/100 (\$8255.40) Dollars,

evidenced by one certain retail instalment contract (hereinafter referred to as "Note") dated December 17, 1974

payable in 60 successive monthly installments of \$ 137.59 each. Said note is made a part hereof and is incorporated herein as though attached hereto.

NOW KNOW ALL MEN, that the Mortgagor in consideration of the debt, and for better securing the payment thereof, according to the terms of the note, and all other sums mentioned herein, to the Mortgagee, and also in consideration of Three Dollars to the Mortgagor in hand well and truly paid, by the Mortgagee, 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 Mortgagee, its (his heirs), successors and assigns forever, the following described real estate:

That certain portion of land shown on a plat of the property of Woday M. Austin by C. O. Riddle, Registered Land Surveyor, dated June 13, 1955, and recorded in Plat Book II at Page 161, Office of RMC State and county aforesaid and being particularly described as follows.

Beginning at an iron pin at the corner of lands belonging to Woday Austin and Joe Brockman-Thomas Brockman: thence along line of Brockman land S83-37E 300 feet; thence N. 27-44 E. 100 feet; thence N83-37 W. 300 feet to a country road; thence S. 27-44 W. along said road back to the point of beginning and containing one acre more or less



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises unto the Mortgagee, its (his heirs), successors and assigns forever.

AND I (We) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary assurances of title to the premises, the title to which is unencumbered, and also to warrant and forever defend all and singular the Premises unto the Mortgagee its (his heirs), successors and assigns, from and against all persons lawfully claiming, or to claim the same or any part thereof.

PROVIDED, ALWAYS, that when the Mortgagor, his (their) heirs, executors or administrators shall pay, unto the Mortgagee, its (his heirs), successors or assigns, the herein described debt, with the interest thereon, if any shall be due, and also all sums of money paid by the Mortgagee, its (his heirs), successors, or assigns, according to the conditions and agreements of this mortgage and shall perform all the obligations according to the true intent and meaning of the 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 AGREED, by and between the parties hereto, that the Mortgagor 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 Mortgagee, for an amount not less than the unpaid balance on the Note, in such company as shall be approved by the Mortgagee, and in default thereof, the 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 its payment. And it is further agreed that the 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 parties, that if the Mortgagor, his (their) heirs, executors or administrators, shall fail to pay all taxes and assessments upon the premises when the same shall first become payable, then the Mortgagee, its (his heirs), successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the parties, that upon any default being made in the payment of the Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the Mortgagee, its (his heirs), successors or assigns, although the period for the payment of the debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the 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, its (his heirs), successors or assigns, including a reasonable counsel fee (of not less than fifteen per centum (15%) of the amount involved) shall thereupon become due and payable as part of the debt secured hereby, and may be recovered and collected hereunder.

AND IT IS LASTLY AGREED, by and between the parties, that the Mortgagor may hold and enjoy the premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 17th day of December, 1974

Signed, sealed and delivered in the presence of

WITNESS *Stan Davis*

WITNESS *Jenny E. Mann*

*Earl Lewers* (L.S.)

*Estelle Lewers* (L.S.)

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