



FILED

MORTGAGE



WHEREAS I (we) Perry D. Masters and Frances Masters (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, signed (and) and bound unto

Creative Exteriors

(hereinafter also styled the mortgagee) in the sum of

\$ 6,960.00 payable in 60 equal installments of \$ 116.00 each, commencing on the

20th day of December 75

and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(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 Three 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:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Greenville, Containing 15.0 acres, more or less, according to a plat entitled Property of Perry D. Masters, prepared by Charles F. Webb, RLS, dated May 5, 1973, and according to said plat having the following metes and bounds, to-wit:

BEGINNING at a point in the center of McKittrick Road, 1135 feet, more or less, north from the intersection of McKittrick Road and River Road at the joint corner of this property and property now or formerly of Robertson and Fuller, and running thence, N 89-26 E, 1541.3 feet, more or less, to an iron pin at the joint rear corner of this property and property now or formerly belonging Roberson and Fuller; thence, N 3-30 E 445.2 feet to an iron pin; thence turning and running, S 89-26 W 1440 feet, more or less, to a point in the center of McKittrick Road; thence with the center line of said Road, S 9-03 W 220 feet to a point; thence continuing with the center of said Road, S 24-33 W 250 feet to the point of beginning, containing 15.0 acres, more or less. This is a portion of the property conveyed to Virgil O. Roberson, Jr., deceased, as seen in Deed Book 842 at Page 382 in the RMC Office for Greenville County. 570.1-1-4.7

-60-OUT OF 570.1-1-4

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record or on the ground which may affect said property.

IT IS UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

TOGETHER with all and singular the rights, members, necessaries 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 produce or execute any further necessary assurances 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 in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s), his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against fire 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 its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, as such amount of the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(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, then the said 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 said parties, that upon any default being made in the payment of the said 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 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 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 ten percent 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, 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 said full sum of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and if 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 22nd day of October 19 75

Signed, sealed and delivered in the presence of

Witness Duane Brown Perry D. Masters (I.S.)
Witness Lena Brown Frances Masters (I.S.)

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