

WHEREAS I (we) James A. Pett (hereinafter also styled the mortgagor) in and by my (our) certain Certain Credit Contract bearing even date herewith

stand firmly held and bound unto Georgia farm buildings (hereinafter also styled the mortgagee) in the sum of

\$ 1455.00 payable in 36 equal installments of \$ 40.42 each, commencing on the

27th day of January 1976 and falling due on the same of each subsequent month, as in and by the said Certain Credit Contract and conditions thereof hereunto more fully appear.

NOW, KNOW ALL MEN, that the mortgagor in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Certain Credit Contract, to which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee, which will be 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 heirs, successors and assigns forever, the following described real estate: All that certain piece, parcel or lot of land

situate, lying and being in the County and State aforesaid, near the intersection of State Highway No. 11 and the River Road, and having according to a survey made in March, 1958, the following meter and bounds, courses and distances, to-wit:

BEGINNING at the intersection of River Road (RHD543) and a private road called Farm Road and running with the River Road N. 8 W. 194 feet to a stake on the old line; thence following old line N. 8 W. 184 feet to a stake; thence S. 18 W. 164 feet to a stake in the center of the Farm Road; thence N. 66 W. 200 feet up the center of Farm Road to the beginning corner, containing one (1) acre, more or less.

The above described property was conveyed to me March 16, 1964, as recorded in book 744 of Deeds, Page 367, Greenville County REC Office.

The above described property is subject to all recorded rights-of-way and reservation.

This constitutes a first mortgage lien on above described real estate and improvements thereon.



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 heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind myself (ourselves) and my (our) heirs, successors and assigns, to procure or execute any further necessary proceedings of title to the said premises, the title to which is now in question, and also to warrant and forever defend all and singular the said Premises unto the said mortgagee, its 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 hereto, that the said mortgagor, his (their) heirs, executors, or administrators, shall keep the buildings on said premises insured against fire, and the contents thereon, 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 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 heirs, successors or assigns, shall be entitled to receive from the insurance proceeds 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 mortgagor, 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 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 sum 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 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 a attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its heirs, successors 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, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its 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 mortgagor, his (their) heirs, successors, or assigns according to the conditions and agreements 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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 9th day of January 1976

Signed, sealed and delivered in the presence of

WITNESS

WITNESS

(L.S.)

(L.S.)