

FILE
 SEP 2 1976
 DONNIE W. WATKINS
 SOUTHERN CAROLINA
 R.M.C.

MORTGAGE

BOOK 1377 PAGE 5

11319

County of Greenville	Month August	Date of this Mortgage Day 6	Year 1976
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Name of Home Owner(s) and Spouse Millard Garland & Wife, Frances Garland	Residence Box 105 Marietta, S.C.
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bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to *[Signature]*

Name of Contractor Vivian Industries of S.C., Inc.	Principal Office of Contractor 708 Spring St., N.W., Atlanta, Ga.
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Three Thousand, Eight Hundred Eight & 00/100 Dollars, (\$ 3,208.00).

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments 60	Amount of each installment \$ 63.48	First Installment due on			Payable thereafter monthly on the _____ day of each month
			Month October	Day 6	Year 1976	

together with interest at seven (7%) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s);

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina;

Street address Box 105	City/Town Marietta, S.C.	County Greenville
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being the same premises conveyed to the mortgagor by deed of.....

Derivation Clause

Edna M. Garland
 dated March 15 1966 recorded in the office of the Clerk of Court of

Greenville County in Book 704 Page 104 of which the description in said deed is incorporated by reference. All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Marietta, S.C. known as Lot 26 on plat of P.D. Jarrad of record in Plat Book 50 at page 89 and having the following metes and bounds, to wit:

BEGINNING at the Greenville and Northern railroad right of way in Cleveland Street Extension, at the joint corner of Lot No. 27 conveyed to George Garland and running thence S 87-56 E 134.3 feet to an iron pin; thence with the property now or formerly of Carl Ward, S. 0-36 E 141.7 feet to an iron pin on the northern side of Circle Drive, thence with said Drive, S. 89 W 134 feet to an iron pin in Cleveland Street Extension at the G & N Railroad right-of-way; thence with said right of way N 0-15 W 142.7 feet to the point of beginning and being the same conveyed to me in deed book 619 at page 3.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage, pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, 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 of 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 grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorize(s) the mortgagee holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

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