

FILED  
 DEC 13 1976  
 DEANE & COMPANY  
 REALTY  
 GREENVILLE, S. C.

MORTGAGE

BOOK 1385 PAGE 89

County of <i>Greenville</i>	Month <i>October</i>	Date of this Mortgage Day <i>21</i>	Year <i>1976</i>
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Name of Home Owner(s) and Spouse <i>Benzonia &amp; Virginia J. J. J. J.</i>	Residence <i>208 Sullivan St. Greenville, S.C.</i>
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and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor <i>Pioneer Aluminum Company</i>	Principal Office of Contractor <i>516 Jussara Ave. Birmingham, Ala.</i>
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF *Two Thousand Three Hundred Forty Six* Dollars. (\$ *2,346.00*)

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments	Amount of each installment	First Installment due on	Month	Day	Year	Payable thereafter monthly on the
	<i>36</i>	<i>\$ 65.07</i>	<i>December</i>	<i>5</i>	<i>1976</i>	<i>5</i>	day of each month

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 <i>208 Sullivan Street</i>	City/Town <i>Greenville</i>	County <i>Greenville</i>
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being the same premises conveyed to the mortgagor by deed of

*Ralph Shumate*

DOCUMENTARY STAMP  
 \$ 00.95

dated *November 3* 19*58*, recorded in the office of the *Clerk of Court* of

*Greenville* County in Book *610* Page *78* of which the description in said deed is incorporated by reference.

All that certain piece, parcel or lot of land, lying on the Northern side of Sullivan Street, in Ward 6 in the City of Greenville, being shown on the City Block Book as lot 28-A, Block 2, Sheet 95, being more particularly described on a plat prepared by Piedmont Engineering Service, dated April, 1947, as follows:

Beginning at an iron pin on the Northern side of Sullivan Street, which pin is N. 88-30 E. 58 feet from the intersection of said street with Trotter Street, and running thence N. 4-30 E. 145 feet to an iron pin; thence S. 82-30 E. 52 feet to an iron pin; thence S. 2-20 W. 67.5 feet to an iron pin; thence N. 87 W. 46 feet to an iron pin; thence S. 4-30 W. 71.5 feet to an iron pin on the Northern side of Sullivan Street; thence with the Northern side of said street, S. 88-30 W. 9 feet to the Beginning corner.

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

5 TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the  
 6 mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the  
 7 said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons  
 8 whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee  
 9 that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by  
 10 fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants,  
 11 terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of prin-  
 12 cipal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay  
 13 to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness  
 14 secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee  
 15 shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of  
 16 any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants  
 17 or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortga-  
 18 gor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, succes-  
 19 sors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this  
 20 mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described  
 21 herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by  
 22 suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become  
 23 due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be  
 24 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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