

MORTGAGE

1395 476

Eugene D. & Rowena K. Reynolds

Creative Exteriors

(hereinafter also styled the mortgagee) in the sum of

\$ 6,528.00 , payable in 48 equal installments of \$ 136.00 each, commencing on the

22nd day of May 19 77 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagee(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 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 said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece parcel or lot of land in Greenville Township, Greenville county, State of South Carolina, being known and designated as lot No. 1 of property of W. H. Brown as shown on a plat thereof prepared by C. C. Jones, Engineer, and according to said plat has the following metes and bounds to-wit:

BEGINNING at apoint at the joint front corner of Lot Nos. 1 and 2 on the southeastern side of Cole Road Extension and running thence with the joint line of said lots S. 27-25 E. 240 feet to an iron pin: thence S. 77-48 W. 70 feet to an iron pin: thence N. 30-55 W. 209 feet to an iron pin on the southeastern side of Cole Road Extension on a 50-foot circle; thence with said 50-foot circle the radius of which is N. 84-22 E. 43.9 feet to an iron pin; thence continuing with the radius of said circle N. 20-45 E. 46.6 feet to an iron pin on Cole Road Extension, the beginning corner.

As a part of the consideration herein the grantee assumes and agrees to pay the balance due on that certain mortgage given by the grantor to Shenadoah Life Insurance Company, said mortgage now has a balance due of \$11,589.92 and is recorded in the RMC Office for Greenville County in Mortgage Book 839 . Page 562.

This is the identical property conveyed by Joe E. Pace to mortgagors by deed dated 11-14-61 , recorded in the office of the Clerk of Court for Greenville County in volume 687 at page 32.



ETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise lent or appertaining.

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

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 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 or any part thereof.

IT IS AGREED, by and between the parties hereto, that the said mortgagee(s) his (their) heirs, executors, or administrators, shall keep buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the full 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 (his) heirs, successors or assigns shall be led to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

IT IS AGREED, by and between the said parties, that if the said mortgagee(s), his (their) heirs, executors, administrators or assigns, 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 selves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

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 by, 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 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 mortgagee, 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 also all sums of money paid by the said mortgagee, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of 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.

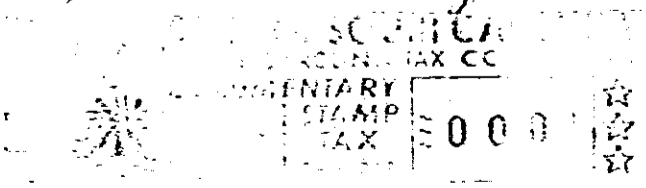
WITNESS my (our) Hand and Seal, this 14th day of April 19 77

Signed, sealed and delivered in the presence of Eugene D. Reynolds, Jr. (L.S.)

WITNESS *W. Norman H. Reynolds* (L.S.)

WITNESS *Frederic Brown Jr.*

WITNESS *Frederic Brown*



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REC

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