



MORTGAGE

BOOK 1398 PAGE 790

Clyde W. Hensley & Margaret Hensley

WHEREAS I (we) (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date hereath, stand firmly held and bound unto

P insett Discount Co., Inc. (hereinafter also styled the mortgagee) in the sum of

\$ 4,560.00 payable in 60 equal installments of \$ 76.00 each, commencing on the

20th day of June 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 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:

Clyde W. Hensley, and his heirs and assigns, forever:

All that piece, parcel of lot of land in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville, lying and being on the north-wester side of Graceland Street, shown as Lot No. 18 on Plat made October 1924, recorded in the RMC Office for Greenville County, in Plat Book G at page 14, and having according to said plat and the plat made by Pickell & Pickell dated September 18, 1946, the following metes and bounds, to wit:

BEGINNING at a stake on the northwestern side of Graceland Street, 150 feet from the intersection on Graceland and Pendleton Road, and running thence N. 58-05 W. 152.7 feet to a stake; thence N. 30-00 E. 50.1 feet to a stake at the rear corner of Lot 19; thence along the line of said lot, S. 58-05 E. 154.5 feet to a stake on the northwestern side of Graceland Street; thence along the said Graceland Street, S. 31-55 W. 50 feet to a stake at the corner of Lot 3, the point of beginning.

And being the same property conveyed to the grantor herein by deed of Charles M. Timmons, dated June 26, 1953, and recorded in Deed Book 481, page 124, RMC Office for Greenville County, S. C.

This being the identical property conveyed to Clyde W. Hensley, by Mary R. Smith, and recorded in the office of the Clerk of Court for Greenville County, S. C., dated 5-22-64.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident 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 mortgagor(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 mortgagor(s) its (his) heirs, successors or assigns shall be bound 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 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 heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse himself 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 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.

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 (not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt hereby secured, and may be recovered and collected hereunder.

IT IS FURTHER AGREED, 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 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 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.

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.

IN WITNESS my (our) Hand and Seal, this 6th day of May 19 77

Witnessed and delivered in the presence of

WITNESS

WITNESS

WITNESS

Clyde W. Hensley (L.S.)

Margaret P. Hensley (L.S.)

Rich Davidson

Pat C. Charleston



It is understood that this lien constitutes a valid second mortgage on the above described property.

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