

MORTGAGE

BOOK 1403 PAGE 997

Elsie L. Pace

Creative Exteriors

(Hereinafter also styled the mortgagee) in the sum of

\$ 3,540.00 payable in 60 equal installments of \$ 59.00 each, commencing on the

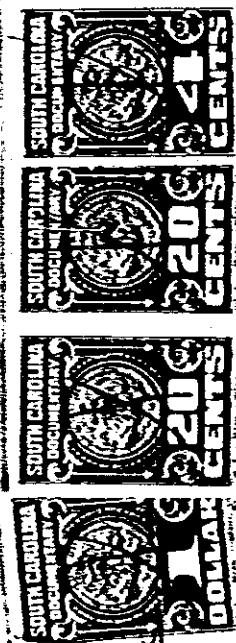
5th day of September 19 77 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto had will more fully appear.

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 piece, parcel or strip of land situate in the city and county of Greenville, State of South Carolina, on the eastern side of Cumberland Avenue and being known and designated as a small portion of Lot #19, Block H, of Fair Heights as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book "F" at page 257 and having according to a survey dated June 15, 1964 prepared by R.K. Campbell, the following metes and bounds, to wit: BEGINNING at an iron pin in the joint side of lots Nos. 19 and 20, which is located S. 58-40 E 71 ft. from the joint front corner of Lots Nos. 19 and 20 and running thence S. 31-20 W. 1 foot to an iron pin; thence S. 58-40 E. 20 ft. to an iron pin; thence N. 31-20 E 1 foot to an iron pin in the joint side line of said lots; thence along the joint side line of Lots. Nos. 19 and 20, N 58-40 W. 20 ft. to the point of beginning. The above is part of the property conveyed to us by deed recorded in Deed Book 679, page 196.

This is the identical property conveyed to Elaine Whitnire Pace by deed of Jack A. Biggers and Shirley W. Biggers 6-22-64 of record at the Clerk of Court's office for Greenville County, 6-24-64 in volume 751 at page 461.

It is understood that this mortgage constitutes a valid 2nd lien on the above described property.



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

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

we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or execute any further necessary acts 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 any part thereof.

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

IS AGREED, by and between the said parties, that if the said mortgagee(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.

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.

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 7th day of July 19 77
Signed, sealed and delivered in the presence of Elsie L. Pace (L.S.)
WITNESS Duane Brown (L.S.)
WITNESS [Signature]

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