

MORTGAGE

BOOK 1407 PAGE 707

Wilbert A. & Joyce Smith

WHEREAS (my) (hereinafter also styled the mortgagee) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

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(hereinafter also styled the mortgagee) in the sum of

\$ 4,894.68 payable in 84 equal installments of \$ 58.27 each, commencing on the 25th 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 thereunto 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 situate, lying and being in the City of Greenville, County of Greenville, State of S. C., being shown and designated as the greater portion of Lot #12 and a small portion of Lot #13 as shown on a plat of Davis property, recorded in the R/C Office for Greenville County, S. C., in Plat Book AA at Page 123 and having, according to a more recent plat of the property of Wilbert Smith and Deloris C. Smith, the following metes and bounds, to-wit: BEGINNING at an iron pin on the E side of Anchorage Drive, which iron pin is 200' from the SE corner of the intersection of Anchorage Drive with Haviland Avenue and running thence N. 54-39 E. 113' to an iron pin; thence S. 41-29 E. 93' to an iron pin; thence S. 60-50 W. 136.4' to a nail and cap on the E. side of Anchorage Drive; thence along the E side of Anchorage Drive N. 26-15 W. 78' to an iron pin, the point of beginning. This being the property conveyed to the grantor and the grantee by deed dated 3-5-69, and recorded in the R/C Office for Greenville County in Vol. 863, Page 364.

This is the identical property conveyed to Wilbert A. and Delores C. Smith by Deloris C. Smith at the R/C Office for Greenville County, South Carolina, deed dated 3/5/69, rec. 3/7/69 in Deed Book 863, Page 364.

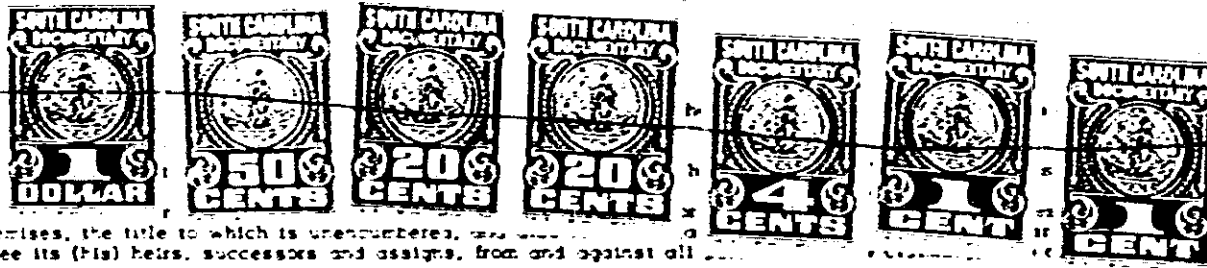
It is understood that this mortgage constitutes a valid 2nd lien on the above described property.

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TOGETHER with all and sing incident or appertaining.

TO HAVE AND TO HOLD, all

AND I (we) do hereby bind my surances of title to the said premises, the title to which is unencumbered, and the said premises unto the said mortgagee its (his) heirs, successors and assigns, from and against all name or any part thereof.



AND IT IS AGREED, by and between the parties hereto, that the said mortgagee(s) his (their) heirs, executors, or administrators, shall keep the 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 unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) 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.

AND IT 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 (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the dates of such payments.

AND 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.

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 15th day of August 19 77

Signed, sealed and delivered in the presence of

W. A. Smith (L.S.)

WITNESS *Joan Brown*

Joyce Smith (L.S.)

WITNESS *W. H. Robertson*

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