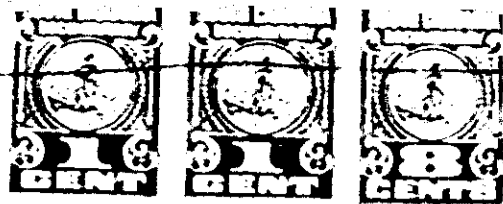
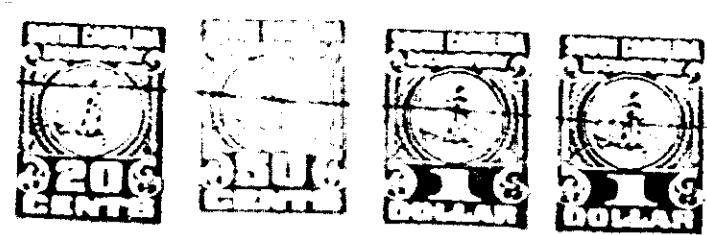


FILED
DEC 22 1977
MORTGAGE



MORTGAGE



WHEREAS (we) Kenneth D. & Beatrice Brinson (hereinafter also styled the mortgagor) do and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgagee) in the sum of

\$ 6,992.32 payable in 84 equal installments of \$ 83.23

beginning on the 15th day of February 1978 and falling due on the same day of each succeeding month, as provided by the said Note and the terms thereof, reference thereto shall with more fully appear

AND WHEREAS ALL MEN, that the mortgagor 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 signing 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 lot of land situate, lying and being in the town of Fountain Inn, Fairview Township, County of Greenville, State of South Carolina, and being known and designated as Lot No. 9 according to a plat prepared by Piedmont Engineering Service on February 16, 1951, and recorded in the RMC Office for Greenville County in Plat Book Z at page 140 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on Givens Street, joint front corner of Lot Nos. 8 and 9, said pin being N. 63-44 W., 625 feet from the intersection of Gerogia Road and Givens Street and running thence N. 63-44 W., 75 feet to an iron pin along Givens Street; thence S. 26-33 E., 161.5 feet to an iron pin, being the point of beginning. Said lot being bounded by Givens Street on the Northern side, Lot No. 10 on the western side; Fairview Mill property on the Southern side; Lot No. 8 on the eastern side.

This is the identical property conveyed to Kenneth D. Brinson from E. G. Whitmire, Jr. on 11/2/1972, being recorded in Deed Book 959 at Page 366.

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

THEY DO WANT, all and singular the rights, powers, prerogatives and appurtenances to the said premises hereunto in anywise incident or appertaining

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

AND TO SUFFER all events and conditions to which the said premises, tenements and appurtenances, or any part thereof, are or may be lawfully subjected, and to pay all taxes and assessments on and against the said premises and the said mortgagee, its (his) heirs, successors and assigns, from and against all persons lawfully claiming to or under the same to or against them

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor, 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 of the said Note at such times as shall be specified in the said mortgage, 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 mortgagor, 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 (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 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 the 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, terminate 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 mortgagor may hold and enjoy the said premises until default of payment shall be made

WITNESS my (our) Hand and Seal, this 13th day of December 1977

Signed, sealed and delivered in the presence of Kenneth D. Brinson (I.S.)

Witness Beatrice Brinson (I.S.)

Witness Pat C. Chastain

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BOOK 1419 PAGE 422

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