MORTGAGE

Vera Mae Sims and Melvin Loris Sims

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

Creative Exteriors, Greenville, S. C. _____ (hereinafter also styled the mortgagee) in the sum of

$ 4,800.00 payable in 60 equal installments of $ 80.00 each, commencing on the

1st day of February, 78 and falling due on the same day of each succeeding calendar month, as in and by the said Note and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW 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 mortgagor 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 and County of Greenville, State of South Carolina, being shown and designated as Lot 215 on a Plat of AUGUSTA ROAD RANCHES, recorded in the RMC Office for Greenville County in Plat Book M, at Page 47, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin 497 feet West of the intersection of the Old Augusta Road and Deoyley Avenue, and running thence along the North side of Deoyley Avenue S. 89-47W. 60 feet to the joint front corner of Lots 215 and 216; thence N. 0-13W 140 feet, thence N. 89-47E, 60 feet; thence S 0-13E, 140 feet to the point of beginning. This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property. This is the same property conveyed to the Grantor herein by deed of Robert H. Stewart, Jr. and Hazel L. Scales dated August 13, 1954, and recorded in the RMC Office for Greenville County in Deed Book 506, at page 51.

This is the identical property conveyed to Vera Sims and Melvin Louis Sims by deed of Arthur R. Tripp, Jr. on 4/8/75 and recorded 4/9/75 in the office of the RMC for Greenville County, S. C. in Deed Book 1016, page 529.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

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

AND I (we) do hereby bind my (our) said heirs, executors and administrators 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 whomsoever lawfully claiming the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor, its (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 time as shall be designated 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 so 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, its (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 sums 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, as 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 (10) 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, its (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, its (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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 12 day of June 1977

Signed, sealed and delivered in the presence of

Vera Mae Sims (L.S.)

WITNESS (1) Lucas Bergman

X Melvin Loris Sims (L.S.)

WITNESS (2) Bill Johnson

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