



MORTGAGE



Billy Ray Fricks and Mary A. Fricks

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

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IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

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

\$ 6,274.80 payable in 84 equal installments of \$ 74.70 each, commencing on the 1st day of August 19 78 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 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 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northwestern side of Emile Avenue, in Greenville County, South Carolina, being shown and designated as Lot No. 4, Block D, on a plat of property of J. Ed Means recorded in the RMC Office for Greenville County, S. C. in Plat Book J at pages 186 and 187, and being shown as Lot No. 30 on a plat of the property of American Bank & Trust Company made by R. E. Dalton, dated September 1924, recorded in the RMC Office for Greenville County, S. C. in Plat Book F at pages 254, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Emile Avenue at the joint front corners of Lots Nos. 28 and 30 (the old southeastermost front corner of Lot No. 4, Block D); and running thence along the common line of said lots, S. 49-30 W., 175 feet to a point; thence along the rear line of Lot No. 31, N. 40-30 W., 75 feet to an iron pin at the corner of Lot No. 32; thence along the line of Lot No. 32, N. 49-30 E., 175 feet to a point on Emile Avenue; thence along the northwestern side of Emile Ave., S. 40-30 E., 75 feet to the point of BEGINNING. The above property is the same conveyed to the grantor herein by deed of Nellie Jones Shealy recorded in Deed Book 1056 at page 285 on May 10, 1977 (in which said property was erroneously described as all of Lot No. 4, Block D instead of a portion thereof), and is hereby conveyed subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property. The grantees herein agree to pay Greenville County property taxes for the tax year 1978 and subsequent years. This is the identical property conveyed to Billy Ray and Mary Annette Fricks by deed recorded

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) 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.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(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 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 (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, 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 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 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 mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 20th day of July 19 78

Signed, sealed and delivered in the presence of

Billy R. Fricks (L.S.)

WITNESS

3 one Lane Mary A. Fricks (L.S.)

WITNESS

Ralph H. Robinson

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