

FILED
 JAN 21 1978
 SOUTH CAROLINA
 GREENVILLE

MORTGAGE

County of Greenville Date of this Mortgage
 Month September Day 6 Year 1978

Name of Home Owner(s) and Spouse Katherine B. Conway Residence 115 East Main Street Greenville, S.C. 29611
 bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor Southern Prudential Corporation Principal Office of Contractor 2099 L. Odell Drive Atlanta, Georgia 30324
 its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Five thousand, one hundred seventy nine & 80/100's Dollars, (\$ 5,179.80)

| SAID SUM TO BE PAID AS FOLLOWS | Number of installments | Amount of each installment | Month | Day | Year | Payable thereafter monthly on the _____ day of each month |
|--------------------------------|------------------------|----------------------------|------------|-----------|-------------|---|
| | <u>60</u> | <u>86.33</u> | <u>Oct</u> | <u>25</u> | <u>1978</u> | <u>25th</u> |

together with interest at seven (7) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s).

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof into the said mortgagee and also in consideration of the further sum of \$3.00 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, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina.

Street address #5 East Main Street City/Town Greenville County Greenville

being the same premises conveyed to the mortgagor by deed of Bates Aiken

dated April 17 19 70 recorded in the office of the Clerk of Court of

Greenville County in Book 888 Page 295 of which the description in said deed is incorporated by reference Book 475 East Main Street Greenville, SC.

All that piece, parcel or lot of land with the improvements thereon, in Greenville Township, Greenville County, State of South Carolina, and being more particularly described as Lot 46, Section A, as shown on a plat entitled "A Subdivision for Woodside Hills, Greenville, South Carolina", made by Pickell & Pickell, Engineers, Greenville, South Carolina, January 14th, 1950, and recorded in the R.M.C. Office for Greenville County in Plat Book W; at pages 111-117, inclusive. According to said plat, the within described lot is also known as No. 5 Main Street and fronts thereon 54 feet.

The above described lot of land is the same conveyed to the grantor by H.C. Stewart, by deed dated August 3rd, 1960, and recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 656, at page 127.

The foregoing conveyance is subject to all the restrictive covenants contained in the deed from Woodside Hill, dated May 1st, 1950, to Marshall and Mirro Owens, recorded in the R.M.C. Office for Greenville County, in Deed Book 407, at page 360, and also subject to any restrictions, easements, and rights-of-way that may appear of record and/or on the recorded plat and/or on the premises.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage; and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7 per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorizes the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

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