



FILED  
FEB 13 1979  
MORTGAGE



1457 case 482

L. C. Gibby, Sr. and Iroz Gibby

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

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

\$ 7,727.16 payable in 84 equal installments of \$ 91.99 each, commencing on the

9th day of April 1979 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has 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 mortgagee in hand well and truly paid, by the said mortgagor, 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, and being in Duncan Mills Village, being more particularly described as Lot No. 20, Section 6, as shown on plat entitled "Subdivision for Duncan Mills, Greenville, S.C.", made by Pickell and Pickell, Engineers, Greenville, S.C., on June 7, 1948, revised June 15, 1948, and August 7, 1948, and recorded in the RMC Office for Greenville County in Plat Book S, at pages 173-177, inclusive. According to said plat the within lot is also known as No. 6 Gallon Street and fronts thereon 80 feet.

This conveyance is made subject to any and all existing and recorded easements, rights of way and restrictions affecting said property.

This is the same property conveyed to Leon Putman and Ethel R. Putman in Deed Book 375, page 14, on March 1, 1949, and recorded March 7, 1949. Thereafter, Ethel R. Putman died intestate and all of her heirs at law conveyed their interest to Leon Putman. Thereafter, Leon Putman died leaving a Will making all of his property over and unto Charles Clyde Putman. See Probate Court records in ART. 1424, FILE 20.

This is the identical property conveyed to L.C. Gibby by deed of Charles Clyde Putman on 7/14/77 in the RMC Office of Greenville County, S.C. in Deed Book 1856 at page 476.

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

TOGETHER with all and singular the rights, powers, preferences and appurtenances to the said premises belonging, in and to arise incident to or appertaining

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

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure to execute any further necessary assurances of title to the said premises, the title to which is unencumbered, and that my (our) self and I (we) defend all and singular the said premises with the said mortgage, its (his) heirs, successors and assigns, firm and against all persons lawfully claiming or claiming the same in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, its (his) heirs, executors, or administrators, shall keep the buildings on said premises, including appurtenant land or damage to fire, for the benefit of the said mortgagor, for an amount not less than the unpaid balance of the said Note or such amount as shall be assigned to the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reinsure thereunder 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 proceeds to be paid in any event the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that in the said mortgage, its (his) heirs, executors, administrators or assigns, shall pay all taxes and assessments upon the said premises when the same shall become payable, then the said mortgagee, its (his) heirs, successors or assigns, may make the same to be paid together with all penalties and costs incurred thereon, and retain the moneys under this mortgage for the same or paid with interest thereon, from the date 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 in any other of the provisions of this mortgage, that 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 said debt hereto secured be placed in the hands of an attorney at law for collection, by such law, therefor, all such expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney fee (not less than ten per cent of the amount received) shall thereupon become due and payable as a part of the debt secured hereby, and may be retained and collected hereunder.

IT IS HEREBY ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgage, its (his) heirs, executors or administrators shall pay the same 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 all other sums of money paid by the said mortgagee, its (his) heirs, successors or assigns, according to the conditions and agreements of the said Note and of this mortgage and also, so long as the mortgagee, its (his) heirs, successors or assigns, according to the true intent and meaning of the said Note and mortgage, their heirs, executors and assigns shall receive and be paid, therefor it shall remain in full force and value.

AND IT IS EXPLICITLY AGREED, by and between the said parties, that the said mortgage may hold and attach the said premises until default of payment shall be made.

WITNESSETH my (our) hand and seal, this 9th day of Feb 1979  
Signed, sealed and delivered to the mortgagee by L. C. Gibby, Sr. and Iroz Gibby  
WITNESS [Signature]  
WITNESS [Signature]

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