



FEB 18 1979 MORTGAGE



1457 484

Richard E. Bruce and Elaine Bruce (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firm, held and bound with

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

\$ 14,995.68 payable in 84 equal installments of \$ 178.52 each, commencing on the

15th day of March 1979 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has still 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, situate, lying and being in the Town of Simpsonville, Austin Township, being shown and designated as Lot No. 457, Section V. of Westwood Subdivision, as shown on plat thereof recorded in Plat Book 4X at pages 162 and 163 in the RMC Office for Greenville County, South Carolina, Reference is hereby made to said plat for a more particular description.

This conveyance is made subject to the restrictive covenants affecting Section V of Westwood Subdivision, said restrictive covenants being recorded in the RMC Office for Greenville County, S.C. in Deed Volume 980 at page 310

This conveyance is also made subject to any restrictive covenants, building setback lines and rights of way and easements which may affect the above described property.

This is the identical property conveyed to Richard E. Bruce and Carolyn R. Bruce by deed of Builders and Developers, Inc. on 11-15-73 in the R.M.C. Office of Greenville County, S.C. in Deed Book 988 at page 320.

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

TOGETHER with all and singular the rights, members, appurtenances and appurtenances to the said premises belonging, to in anywise incident 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 or execute any further necessary assurances of title to the said premises, the title to which is unincumbered and clear of all and singular the said mortgages, and to defend and forever defend all and singular the said Premises with the said mortgage its (his) heirs, successors and assigns, from and against all persons lawfully claiming or to claim the same in any way 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 fire or damage by fire, in the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said Note in such amounts as shall be specified 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 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 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 same as paid, with interest thereon, from the date of each payment.

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, or should the mortgagee, its (his) heirs, successors or assigns, incur any costs and expenses in connection with this mortgage, its (his) heirs, successors or assigns, including a reasonable attorney's fee, if not less than ten per cent, and all the amount thereof shall thereupon be 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 mortgagee, its (his) heirs, executors or administrators shall pay in whole or in part the said mortgage, 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 (his) heirs, successors, or assigns, according to the conditions and agreements of the said Note, and of this mortgage and shall perform all the obligations pertaining to the true intent and meaning of the said Note and mortgage, then this deed of Mortgage and here 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 mortgage may void and expire the said premises until default of payment shall be made.

WITNESSE my hand and seal, this 15th day of March 1979.
Signed, sealed and delivered in the presence of:
WITNESS:
WITNESS:

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