



DEPARTMENT OF REVENUE
FILED
FEB 20 1979

MORTGAGE



Johnnie and Dorothy Hendricks

WHEREAS (see) (thereafter also styled the mortgagor) is and by legal certain Note bearing even date herewith, stand jointly and severally

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

\$ 4,846.20 payable in 60 equal installments of \$ 80.77 each, commencing on the

1st 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 been fully made.

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 in Greenville County, State of South Carolina, on the northwestern side of a private road, leading to Piney Road, formerly White Horse Road, being known and designated as lot #2 and an unnumbered lot in the rear thereof shown on a plat of the property of Fred M. Crow, made by J. C. Hill, Surveyor, September 13, 1954, and having, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of a private road, at the corner of Lot #1, and running thence along the line of that lot, N. 32W. 125 feet to iron pin in line of property of F. M. Crow; thence with the line of said property, S. 63-50 W., 100 feet to iron pin at or near a spring, said point being the rear corner of Lot #3; thence with the line of lot #3, S. 32 E., 123 feet to iron pin and the northwestern side of said private road; at the front corner of Lot #3; thence along the northwestern side of said private road, N. 64 E. 100 feet to the beginning corner. This is the said property conveyed to me by Paul B. Reece and Julia A. Reece by deed recorded in Vol. 635, at page 21 in the Greenville County REC Office. The grantees assure payment of a mortgage to First Federal Savings and Loan Association of a balance of \$3,960.28 as of Dec. 9, 1959.

This is the identical property conveyed to Johnnie Hendricks and Dorothy Hendricks by deed of J. Vance Faulkner on January 26, 1960 and recorded same in the office of the REC for Greenville County, S. C. in Deed Book 643, page 204.

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

TOGETHER with all and singular the rights, powers, remedies and appurtenances to the said premises belonging, to it 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 me (us) 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 herein indicated, 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 in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, his (his) heirs, executors, or administrators, shall keep the buildings on said premises insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said debt, and such amount shall be assigned to the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may elect 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 company 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 mortgagee, his (his) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become due, 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 sum of said debt, with interest thereon, from the date of such payment.

AND IT IS AGREED, by and between the said parties, that upon the debt herein made in the payment of the said Note, when the same shall become payable, or if any other debt or claims of this mortgage, that the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, by the failure 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 in relation to this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by such attorney, his (his) heirs and assigns, incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney's fee not in excess than ten per cent of the amount recovered shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

AND I (we) 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 in full to the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, it and shall be due and shall be paid by the said mortgagee, its (his) heirs, successors or assigns, according to the conditions and agreements of the said Note, and if the mortgagee and shall perform all the obligations pertaining to the true intent and meaning of the said Note and mortgage, then this deed of bargain and sale shall cease, terminate and be void, otherwise it shall remain in full force and effect.

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

WITNESSETH my (our) Hand and Seal, this 14th day of February, 1979.

Signed, sealed and delivered in the presence of _____

Witness _____

Witness _____

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