



RECORDED  
 FILED  
 FEB 20 1979

MORTGAGE



WHEREAS Norman L. Poole (hereinafter also styled the mortgagor) is desirous of obtaining a loan from the undersigned

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

\$ 4,689.60 payable in 60 equal installments of \$ 79.16 each, commencing on the

8<sup>th</sup> day of April 19 79 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has all more fully appear.

NOW, KNOW ALL MEN, that the mortgagor 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 piece, parcel or lot of land in the County of Greenville, Town of Travelers Rest, State of South Carolina, situate, lying and being on the eastern side of Duncan Road and being shown and designated on a plat entitled "Property of Norman Lawrence Poole", dated November 28, 1977, and recorded in the REC Office for Greenville County in Plat Book 6J, page 87, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an old iron pin on the eastern side of Duncan Road, joint front corner of the within described property and that now or formerly of Johnson and running thence along the eastern side of Duncan Road, N. 31-00 W. 100 Feet to an iron pin at the intersection of Duncan Road and Parisview Drive; running thence along Parisview Drive, N. 58-00 E. 299.6 feet to an old iron pin; running thence S. 30-45 E. 100 feet to an iron pin; thence running S. 58-00 W. 299.2 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property as that conveyed to Lessie Jane Simpson by deed from Harold Loyd Simpson and Fannie L. Hawkins recorded in the REC Office for Greenville county in Deed Book 519 at page 245 on February 25, 1955. For authority of Ivah S. Simpson to execute this deed, reference is made to the estate file on record in the Greenville County Probate Court in Apartment 1480 at File 24 and judgment in the Clerk of Court's Office for Greenville County in Judgment Roll No. \_\_\_\_\_.

This is the identical property conveyed to Norman L. Poole by deed of Ivah S. Simpson, et al and recorded 2/28/78 in the office of the REC for Greenville County in Deed Bk. 1074, p.392. IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE

DESCRIBED PROPERTY, with all and singular the rights, powers, reservations and appurtenances to the said premises belonging in anywise incident thereto.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever AND I feel it necessary to say that the said debt and the said taxes, assessments and administrative charges to be paid to execute any further necessary purposes of title to the said premises, the title to which is hereundered, and said to amount and likewise 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, its (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 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 an equal or the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, its (his) 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 or paid, with interest thereon, from the date of such 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, 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 in the foreclosure of this mortgage for the said debt secured by this mortgage, to enforce the debt hereby secured to be paid in the hands of an attorney at law the cost, including, but not limited to, all legal fees and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee not less than ten percent 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.

SHALL BE 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 or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, all and singular the same shall be deemed to have been 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 render 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, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS EXPLICITLY 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 hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1979.

Signed, sealed and delivered in the presence of \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

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