

DONNIE S. TANKERSLEY

R.M.C. FILED

MORTGAGE

20081
1415 410

SOUTH CAROLINA
AUG 27 1979

County of <i>Greenville</i>	Month <i>Aug</i>	Date of this Mortgage Day <i>27</i>	Year <i>1979</i>
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Name of Home Owner(s) and Spouse <i>James P. Cox + Jennie K. Cox</i>	Residence <i>13 Bell Court, Greenville, S.C. 29605</i>
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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 <i>Southern Prudential Corp</i>	Principal Office of Contractor <i>2079 Liddel Drive, Atlanta, Ga 30324</i>
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF *Five thousand, no hundred and thirty five* Dollars, (\$ *5,103.00*).

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments <i>60</i>	Amount of each installment <i>\$ 85.05</i>	First Installment due on			Payable thereafter monthly on the <i>15th</i> day of each month
			Month <i>August</i>	Day <i>15</i>	Year <i>1979</i>	

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 unto 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 <i>13 Bell Court</i>	City/Town <i>Greenville</i>	County <i>Greenville</i>
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being the same premises conveyed to the mortgagor by deed of *Henry C. Harding*

dated *Aug 20* 19 *65* recorded in the office of the *R.M.C.*
Greenville County in Book *765* Page *556* of which the description in said deed is incorporated by reference. *13 Bell Ct. Greenville, S.C. aka*

All that piece, parcel or lot of land situate, lying, and being on the Eastern side of Belle Court near the City of Greenville, County of Greenville, State of S.C., being known and designated as Lot No. 9 as shown on plats prepared by Carolina Engineering & Surveying Co., dated August 2, 1963, entitled "Revised Final Plat, Ashland Terrace" recorded in the R.M.C. Office for Greenville County, S.C., in Plat Book DDD at pages 160 and 161, and having according to said plats the following metes and bounds: BEGINNING at an iron pin on the Eastern side of Belle Court at the joint front corner of Lots' Nos. 8 and 9 and running thence with the line of Lot No. 8 S. 87-00 E. 89.5 feet to an iron pin in the line of property now or formerly of Ludie Viviah Stepp; thence with the line of said Stepp property S. 3-0 W. 85 feet to an iron pin at the joint rear corner of Lots Nos. 9 and 10; thence with the line of Lot No. 10 N. 87-00 W. 189.5 feet to an iron pin on the Eastern side of Belle Court; thence with the Eastern side of Belle Court N. 3-0 E. 85 feet to the point of beginning. This is a portion of the property conveyed to the grantor herein, by deed of Carolyn C. Smith and Smiley Campbell, dated March 8, 1963, and recorded in the RMC office for Greenville Cty., S.C.**

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any-wise incident or appertaining. **in Deed Book 718 at page 95.

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 authorize(s) 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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