

FILED
OCT 26 1979
SOUTH CAROLINA

MORTGAGE

1486 45

WHEREAS (we) Coy Heaton, Jr. & Wilma L. Heaton
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto
Poinsett Discount Co., Inc., Greenville, S.C. (hereinafter also styled the mortgagee) in the sum of

\$ 9,043.44 payable in 84 equal installments of \$ 107.66 each, commencing on the
15th day of Nov. 19 79 and falling due on the same of each subsequent month, as in and by the
said Note and conditions thereof, reference thereto had 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 revisions is hereby made a part hereof; and also in consideration of Three Dollars 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, 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 with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, known and designated as Lot Number 6 on a plat of the Property of Berea Realty Company, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book BB at page 37, and having according to a more recent plat dated November 12, 1970, by Jones Engineering Service, entitled "Property of Coy A. Heaton and Wilma L. Heaton", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Aiken Circle, at the joint front corner of Lots 6 and 7, and running thence N. 30-42 W. 160 feet to an iron pin in the line of Lot 14 at the joint rear corner of Lots 6 and 7; thence with the line of Lots 14 and 13 N. 57-05 E. 76.5 feet to an iron pin at the joint rear corner of Lots 6 and 5; thence with the line of lot 5 S. 28-17 E. 160 feet to an iron pin on the northwestern side of Aiken Circle at the joint front corner of Lots 6 and 5; thence with Aiken Circle S. 57-05 W. 69.75 feet to the point of beginning.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

This is the identical property conveyed to Coy A. Heaton and Wilma L. Heaton by deed of Darrell Lee Durham dated and recorded 11/16/79 in the RMC Office for Greenville County, S.C. in deed book 902 at page 632.

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, hereditaments and appurtenances to the said premises in being, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to produce or execute any further necessary assurances of title to the said premises, the title to which is unencumbered, 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 or any part 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, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved 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, 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 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 sums so 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, 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 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, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (not less than ten per cent of the amount involved) shall thereupon become 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 mortgagor, his (their) 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, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according 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 LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 9th day of Oct 19 79

Stored, sealed and delivered in the presence of _____ (H.S.)

WITNESS Coy Heaton, Jr. _____ (H.S.)

WITNESS Wilma L. Heaton _____ (H.S.)



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