

MORTGAGE

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WHEREAS I (we) William and Helen Plunk  
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith

stand firmly held and bound unto William and Helen Plunk (hereinafter also styled the mortgagee) in the sum of

\$ 14,501.60 payable in 120 equal installments of \$ 120.84 each, commencing on the

15th day of December 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract 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 latter securing the payment thereof, according to the conditions of the said Consumer Credit Contract; 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 with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina being known and designated as Lot No. 96 as shown on a plat of THORNWOOD ACRES, SECTION 11., which plat is recorded in the R.M.C. Office for Greenville County in Plat Book MM. at page 105, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Leafwood Drive, which iron pin is the joint front corner of Lots Nos. 96 and 98 and running thence N.18-58 W. 152.8 feet to an iron pin; thence S 68-19 W. 57.3 feet to an iron pin thence S 70-30 W 12.8 feet to an iron pin; thence S18-58 E. 149.6 feet to an iron pin on the northerly side of Leafwood Drive; thence along the northerly side of Leafwood Drive N. 71-02 E 80 feet to an iron pin; the point of beginning.

Derivation: Deed Book 869, Page 556 -S & J Realty Co. Inc., 6/11/69

This being the same premises conveyed to the grantor herein by deed from William and Helen Plunk dated 3-1-79 and recorded in Deed Book 869 at page 556 in the R.M.C. Office for Greenville County.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, 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 procure or execute any further necessary assurances of title to the said premises, the title to which is hereby considered, 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, to wit: apartment house, insured by title for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said contract, such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors and assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with a **FINANCE CHARGE** thereon from the date of its payment. And it is further agreed that the said mortgagee, its (his) heirs, successors and assigns shall be entitled to receive from the insurance monies 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 and assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves therefor from the mortgage, for the same so paid, with a **FINANCE CHARGE** thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that in any default to be made in the payment of the said contract, when the same shall become payable, or in any other of the provisions of this mortgage, that 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, and should the debt hereby secured be placed in the hands of a sheriff 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 of not less than ten percent of the amount recovered, 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 mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid up to the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all costs of money paid by the said mortgagee, his (their) heirs, successors, or assigns according to the conditions and agreements of the said contract, and of this mortgage, and shall perform all the obligations according to the true intent and meaning of the said contract 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 15th day of December 1979

Signed, sealed and delivered in the presence of William and Helen Plunk (LS.)

WITNESS William Plunk (LS.)

WITNESS Helen Plunk (LS.)

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