

MORTGAGE

105715
Book 1183 Page 116

WHEREAS I (we) Margaret C. [unclear]
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith,

stand firmly held and bound unto [unclear] (hereinafter also styled the mortgagee) in the sum of

\$ 279.00 payable in 60 equal installments of \$ 4.31 each, commencing on the

10th day of December 19 79 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 better 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina County of Greenville Chick Springs Township being known and designated as Lot No 4 of a redivision of Section Two (Part One) Brookwood Forest as shown on plat thereof prepared by Webb Surveying and Mapping Co. September 8 1967 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Charing Cross Road at the joint front corner of Lots Nos 3 and 4 and running thence with the northern side of Charing Cross Road S. 52-46 E 53 feet to an iron pin; thence continuing with the northern side of said Charing Cross Road S 55-46 E 47 feet to an iron pin at the joint front corner of Lots Nos 4 and 5; running thence with the joint line of said lots, N. 26-42 E. 191.9 feet to an iron pin at the joint rear corner of Lots Nos. 4 and 5; running thence with the rear line of Lot No. 4 N. 71-41 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence with the joint line of said lots, S 26-41 W. 161.9 feet to the point of beginning.

The plat referred to above is recorded in Plat Book RRR at Page 141.

This being the same premises conveyed to the grantor herein by deed from Howard Scott George [unclear] dated 10/22/79 and recorded in Deed Book 1183 at page 116 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 hereinafter described, 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 loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the debt secured by this mortgage, 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 the mortgagor(s) 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 moneys to be paid, in an amount to the extent 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 may add thereto interest on the mortgage for the sums 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 hereof, in the payment of the said contract, when the same shall be due payable, or 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 and 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, for any purpose, and that this mortgage or should the debt hereby secured be placed in the hands of an attorney at law for collection, the mortgagor(s) shall be responsible for all expenses incurred by the mortgagee, its (his) heirs, successors and assigns, including a reasonable counsel fee of not less than ten percent of the amount involved, if all 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, in or to the result and discharge of the said contract, and of this mortgage and all thereon, the Mortgagee, its (his) heirs, successors and assigns, of the said contract and mortgage, then the 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 29 day of October 19 79

Signed, sealed and delivered in the presence of Margaret C. [unclear] (L.S.)

WITNESSES [unclear] [unclear] (L.S.)

WITNESSES Emily J. Pace [unclear] (L.S.)

SC70 - 2 NO1379 1262

4.0001

5110

4328 RV-2