

Mortgage: 4/6 1447 E. MAIN ST. SPARTANBURG, S.C. 29302

1571 18
Form # 741

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

GR. FILED
MORTGAGE
(Individual)
S.C.
1 35 PM '82

WHEREAS, ~~William J. Poole, spouse of Ann Taylor Poole~~ (hereinafter called the mortgagor), in and by his certain note of even date, stands firmly held and bound unto August Kohn and Company, Incorporated (hereinafter called the mortgagee) for the payment of the full and just sum of Twenty Two Thousand One Hundred Two and 80/100 (\$ 22,102.80) Dollars, payable in 120 successive equal, with the entire balance, if not sooner paid, being due monthly installments June 1, 19 92 , with interest, as in and by the note, reference being had thereto, will more fully appear.

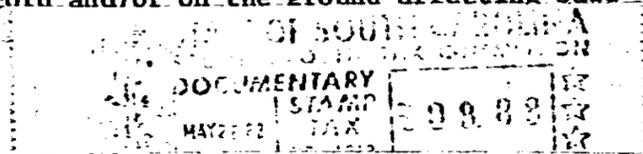
NOW, KNOW ALL MEN BY THESE PRESENTS: That the mortgagor, for and in consideration of the debt or sum of money aforesaid, and to better secure its payment to the mortgagee according to the condition of the note, and also in consideration of the further sum of THREE (\$3.00) DOLLARS to the mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the mortgagee, its/his successors, heirs and assigns, the real property described as follows:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being shown as the major portion of Lot No. 49 on plat entitled "Camelot" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book WWW, at Page 46, and a small triangular parcel of land conveyed to the Grantor by Edward H. Hembree and Thomas C. Threath and having the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Lancelot Drive at the joint from corner of Lots Nos. 49 and 47 and running thence with the joint line of said Lots, N. 87-11 W. 84.6 feet to an iron pin; thence, S. 54-36 W. 95 feet to an iron pin; thence, N. 6-42 W. 217.1 feet to an iron pin on the southern side of Bethel Road; thence with the southern side of Bethel Road, N. 74-51 E. 140 feet to an iron pin at corner of Bethel Road and Lancelot Drive; thence with said corner, S. 57-06 E. 33.43 feet to an iron pin on the western side of Lancelot Drive; thence with the western side of said Drive, S. 9-05 E. 134 feet and S. 3-17 E. 51 feet to the beginning corner.

This being the major portion of the property conveyed to the ^{Mortgagor} Grantor by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 989, at Page 203 and all of the property conveyed to the Grantor by deed recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 984, at Page 793.

Deed of Edward H. Hembree Builders, Inc., recorded Nov 30, 1973
This property is conveyed subject to restrictions recorded in Deed Book 863, at Page 529, of the records in the RMC Office for Greenville County, South Carolina; to a five-foot drainage and utility easement across the rear of the subject property as reserved in the restrictions; to a 15-foot sewer and utility easement as more fully described in deed recorded in Deed Book 984, at Page 795; and to any other easements, restrictions, right-of-way and/or zoning ordinances of record and/or on the ground affecting said property, if any.



TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the premises unto the mortgagee, its/his successors, heirs and assigns forever.

AND the mortgagor does hereby bind himself and his heirs and successors to warrant and forever defend all and singular the premises unto the mortgagee, its/his successors, heirs and assigns, from and against himself and his heirs and successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties that the mortgagor, his heirs and successors and assigns, shall keep any building erected on the premises insured against loss and damage by fire for the benefit of the mortgagee, for an amount not less than the sum shown above, with such company as shall be approved by the mortgagee, its/his successors, heirs and assigns, and shall deliver the policy to the mortgagee; and in default thereof, the mortgagee, its/his successors, heirs or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof, together with interest thereon at the rate provided in the note from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the mortgagee, its/his successors, heirs and assigns, shall be entitled to receive from the aggregate of 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 parties, that if the mortgagor, his heirs and successors or assigns, shall fail to pay all taxes and assessments upon the premise when they shall first become payable, then the mortgagee, its/his successors, heirs 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 sum so paid, with interest thereon at the rate provided in the note from the date of such payment.

AND IT IS AGREED, by and between the parties that upon any default being made in the payment of the note or of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, or failure to pay any other indebtedness which constitutes a lien upon the real property when the same shall severally become payable, then the entire amount of the debt secured or intended to be secured hereby shall become due, at the option of the mortgagee, its/his successors, heirs or assigns, although the period for the payment thereof may not then have expired, * * on any payments on prior mortgages, including provisions of due-on-sale clause, if applicable. G. J. P.

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