

BOOK 1572 PAGE 502

AMOUNT FINANCED: \$2,274,30 Richard G. and Zettie Bryson eremafter 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., Greanville, S.C. (hereinafter also styled the mortgages) in the sum of \_\_\_\_ equal installments of \$ \_\_ 4,025,28 payable in 84 .19\_82 ZUTN day of JULY 19 82 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereunto had will more fully appear. 20th 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 provisions 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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, situate, lying and being on the northern side of Plainfield Circle and being known and designated as Lot No. 223 of Addition No. 1 of South Forest Estates recorded in the RMC Office for Greenville County in Plat Book EE at page 195 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Plainfield Circle at the joint front corner of Lots Nos. 222 and 223, and running thence along said Circle, N. 73-22 W. 75 feet to an iron pin; thence along joint line of Lots 222 and 223, N. 16-38 E. 211.3 feet to an iron pin; thence S. 72-28 E. 75 feet to an iron pin; thence S. 16-38 W. 210 feet to an iron pin, the point of beginning. This conveyance is subject to any and all restrictions, easements, rights of way, zoning ordinances and existing reservations that may appear of record, on the recorded plat(s) or on the premises. As recorded in the records of Greenville County, South Carolina, the title is now vested in Richard G. Bryson, Jr. and Zettie F. Bryson by deed of Margaret C. Solesbee (formerly Margaret C. Franks) as recorded in Deed Book 1064 at page 34 on September 1,1977. IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID THIRD LIEN ON THE ABOVE DESCRIBED PROPERTY. 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 mortgages, 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 unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said mortgages 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 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 lire, for the benefit of the said mortgages, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgages, and in default thereof, the said mortgages, 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 mortgages its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys 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 relimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates 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 mortgages, 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 suid parties, that about logal 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 (of 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. executors or administrators shall pay, or cause to be paid unto the said mortgages, 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 mortgages, 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 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 June 7th WITNESS my (our) Hand and Seal, this \_ Staned sealed and delivered in the presence of

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