

MORTGAGE

1019-2058

AMOUNT FINANCED: \$7,188.02

Thomas Clayton Templeton and Jean R. Templeton

WHEREAS I (we) _____ (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Carolina Investors, Inc., Pickens, S.C.

(hereinafter also styled the mortgagee) in the sum of

\$ 12,733.56 payable in 84 equal installments of \$ 151.59 each, commencing on the

10th day of September 19 83 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 Note, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisos 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 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 mortgagor, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, Fairview Township, and is shown on "Plat of Property of J. C. Templeton" prepared by John E. Woods, R.I.S., dated August 5, 1971, recorded in the RMC Office for Greenville County in Plat Book 61, page 10, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in or near the center of Georgia Street Extension and running thence along said Georgia Street Extension, S. 70-03 W. 112.75 feet to a point; thence turning and running along property now or formerly of James A. and Margaret Poore, N. 23-16 W. 201.4 feet to an iron pin; thence turning and running along property now or formerly of O. B. Givens, et al, N. 66 E., 110.0 feet to an iron pin; thence turning and running along property now or formerly of Charles Bell, et al, S. 24- E. 209.22 feet to a nail and cap in or near the center of Georgia Street Extension, the point of beginning.

This is the identical property conveyed to Thomas Clayton Templeton and Jean R. Templeton as follows: Margaret Elizabeth Templeton Poore (aka Margaret Elizabeth Templeton Poore) 12/20/77 and recorded 12/21/77 in DB 1070, page 534 to Jean R. Templeton. Thomas Clayton Templeton received his one-half interest in will from J. C. Templeton who died 2/14/77, as shown in Apt. 1456, File 16, in Probate Court for Greenville County.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY, TOGETHER WITH AND SUBJECT TO THE RIGHTS, MEMBERS, BENEFICIARIES AND APPOINTMENTS OF THE SAYS AGREEMENTS RELATING TO THE SAYS PREMISES.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagor, its (their) heirs, successors, devisees and assigns forever AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure to execute any further necessary instruments 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 mortgagor, its (their) 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, his (their) heirs, executors, administrators, shall pay the principal on said premises, the said option fees or damage by five, for the benefit of the said mortgagor, for an amount not less than the unpaid balance on the said Note in such company as shall be agreed by the said mortgagor, and in set out thereof, the said mortgagor, his (their) heirs, successors or assigns, may offset such insurance and reimbursement 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 mortgagor, his (their) heirs, successors or assigns shall be entitled to receive from the insurance money so 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, 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 mortgagor, his (their) 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 same so paid, with interest thereon, from the date of such payment.

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 thereby, shall forthwith become due, at the option of the said mortgagor, its (their) heirs, successors or assigns, although 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 by the trustee or trustees, or by any successor instituting this mortgage, to about the debt hereby secured be placed in the hands of an attorney at the full discretion, or suit so otherwise, that all costs and expenses incurred by the mortgagor, his (their) heirs, successors or assigns, including a reasonable attorney's fee, not to exceed 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, ALWAY, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, successors or assigns, shall pay, or cause to be paid unto the said mortgagor, his (their) heirs, successors or assigns, the said debt, with the interest thereon, or any shall be due, and shall 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 proceed in the collection 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 enter the said premises until default of payment shall be made.

29th July 83

ATTESTED and signed this 29th day of

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