

MORTGAGE

1019 4558

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 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 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, 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/S, dated August 5, 1971, recorded in the REC Office for Greenville County in Plat Book 6L, 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.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure to execute my further necessary assurances of title to the said premises, the title to which is unimpaired, 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 at 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, the said premises free of damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, 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 mortgagee 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 reimburse themselves under this mortgage for the same so paid, with interest thereon, from the date 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, as 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, or should the debt hereby secured be placed in the hands of an attorney at law for collection, or suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable attorney's fee, shall 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, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations pertaining to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, terminate and be void, otherwise it shall remain in full force and effect.

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.

29th July 83

WITNESSED by the said mortgagor(s) this 29th day of July 1983

Signed, sealed and delivered in the presence of:

Witnesses: [Signatures]

[Signature]

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4328 W. 21