

MORTGAGE

AMOUNT FINANCED: \$3,441.82

FILED  
SEP 20 1983  
U. S. DISTRICT COURT  
GREENVILLE, S. C.

BOOK 1028 PAGE 30

1028  
30

WHEREAS I (we) Robert N. Spooner, III and Joyce Spooner  
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date here-with, stand firmly held and bound unto  
Poinsett Discount Co., Inc., Greenville, S. C.  
(hereinafter also styled the mortgagee) in the sum of

\$ 4,577.40 , payable in 36 equal installments of \$ 127.15 each, commencing on the  
1st day of November 19 83 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.

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 where-  
of 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 lot of land in the County of Greenville, State of South Carolina, in Chick  
Springs Township, being known as Lot No. 55 of Clearview Acres as shown on plat thereof  
recorded in the RMC Office for Greenville County in Plat Book MM at page 168 and having,  
according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northern side of Clearview Circle at the joint front  
corner of Lot Nos. 54 and 55 and running thence along the line of Lot No. 54 N. 3-15  
E. 175 feet to an iron pin at the joint rear corner of Lot Nos. 54, 55, and 56, and 57;  
thence along the line of Lot No. 56 S. 86-45 E. 138 feet to an iron pin on the Western  
side of Clearview Circle; thence along Clearview Circle S. 2-58 W. 150.4 feet to an iron  
pin at a corner of Clearview Circle; thence around said corner and following the curvature  
thereof, the chord being S. 48-06 W. 35 feet to an iron pin on the northern side of said  
Clearview Circle; thence still with Clearview Circle N. 86-45 W. 114.2 feet to the beg-  
inning corner.

This is the identical property conveyed to Robert M. Spooner, III by deed of Alvin E. Smith  
on 3/23/68 and recorded 3/25/68 in the Office of the RMC for Greenville County, S. C.  
in Deed Book 840, page 261.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND 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 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 as-  
surances 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 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 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 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 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 col-  
lection, 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.

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 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 enjoy the said premises until default of  
payment shall be made.

WITNESS my (our) Hand and Seal, this 27th day of September 19 83

Signed, sealed and delivered in the presence of

WITNESS [Signature]

WITNESS [Signature]

Robert M. Spooner III (I.S.)

Joyce Spooner (I.S.)

A. DOOLEY

14325 RV-21