

AMOUNT FINANCED - \$3,420.73

FILED  
MORTGAGE NOV 29 1983  
COUNTY OF GREENVILLE  
VOL 1637 PAGE 325

Bryan A. Ware and Virginia Ware

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 Poinsett Discount Co., Inc., Greenville, S.C. (hereinafter also styled the mortgagee) in the sum of

\$ 4,925.76, payable in 48 equal installments of \$ 102.62 each, commencing on the 5th day of Feb. 19 83 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereto has 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 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 my one-half undivided interest in and to all that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the easterly side of Midland Street, in the City of Greenville, South Carolina, being shown as Lot No. 127, on the plat of University Heights, as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book BB, at page 21, and having, according to a survey made by R. W. Dalton on October 12, 1960, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Midland Street, at a point 94.7 feet north of the northeastern corner of the intersection of Midland Street and Campbell Street, said pin being the joint front corner of Lots 127 and 128, and running thence along the easterly side of Midland Street N. 12-0 E. 120 feet to an iron pin, joint front corner of Lots 101 and 127; thence with the line of Lot 101 S. 75-39 E. 225.9 feet to an iron pin, joint rear corner with Lot 129; thence with the line of Lot 129 S. 46-24 W. 134.3 feet to an iron pin, joint corner of Lots 127 and 128; thence with the line of Lot 128 N. 77-57 W. 149.6 feet to the point of beginning.

This is the identical property conveyed to Bryan A. Ware by deed of Juanita P. Ware (all her one-half interest) dated 8-30-63 and recorded 10-1-63 in the Office of the RC for Greenville County, S.C. in deed book 732 at page 545.

Property was first conveyed to Bryan A. Ware by deed of Lucille M. Glenn, recorded 10-15-60 in Deed Book 661, Page 67. Bryan A. Ware then conveyed one-half (1/2) interest in and to the property to Juanita P. Ware, by deed recorded 10-17-60 in Deed Book 661, page 132. Juanita P. Ware then conveyed her one-half (1/2) interest in and to the property to Bryan A. Ware by deed TOGETHER with all and singular the rights, powers, jurisdictions and appurtenances to the said premises to be held, or in any incident or appurtenance. rec. 10-1-63 in Deed Book 732, Page 545.

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 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 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 same at 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, 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 by 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 (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 mortgagee, 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 23rd day of Nov. 83

Subscribed and delivered in the presence of

WITNESS James D. Jager

WITNESS

Bryan A. Ware (I.S.)

Virginia Ware (I.S.)

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE WITHIN DESCRIBED PROPERTY.

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NOV 29 1983  
REC-10-1-63

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