

FILED
APR 3 1984
SOUTH CAROLINA
Diane S. Tankersley

MORTGAGE

VOI 10355 CASE 502

County of GREENVILLE	Month 2	Date of this Mortgage Day 15	Year 19 84
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Name of Home Owner(s) and Spouse JOHN RAYMOND MEANS Jr & ROSA E. MEANS, a/k/a ROSA MEANS his wife	Residence 300 Coolbrook Drive, Greenville, S.C. 29605
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bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor BEHR CONTRACTING, INC	Principal Office of Contractor 22 Potomac Avenue, Greenville, S.C. 29605
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its heirs, successors and assigns (hereinafter called the mortgagee), in the ^{principal} SUM OF Six thousand one hundred eighteen 00/100 Dollars, (\$ 6,118.00)

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments	Amount of each installment	First installment due on	Month	Day	Year	Payable thereafter monthly on the ... day of each month
	84	\$ 121.49	4	10	19	84	10th

This mortgage, and the contract/note secured hereby, if not paid at maturity, will continue to bear finance charges at the rate specified in the contract together with all cost of collection and reasonable attorney fees.

Whereas, the mortgagor desires to secure the payment of said contract/note; KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, does hereby mortgage, grant, bargain, sell and convey unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina;

Street address 300 Coolbrook Drive,	City/Town Greenville	County Greenville
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being the same premises conveyed to the mortgagor by deed of Cornelius Hammett Dearybury....

dated May 22 1984, recorded in the office of the RMC of GREENVILLE County in Book 1079, Page 692 of which the

description in said deed is incorporated by reference. ALL that lot of land situated in the County of Greenville, near the City of Greenville, State of South Carolina, on the Southwest corner of the intersection of Fleetwood Drive and Coolbrook Drive, shown as Lot No. 54 on Plat of Magnolia Acres recorded in Plat Book GG at Page 133, in the RMC Office for Greenville County, and being more particularly shown on Plat of property of Cornelius Hammett Dearybury, dated June 8, 1960, and, according to said Plat, being more particularly described as follows: BEGINNING at an iron pin on the Southwest side of Coolbrook Drive, front corner of Lot No. 53; thence with the line of said Lot S. 36-57 W. 163.0 feet to an iron pin at the rear corner of Lot No. 55; thence with the line of said lot, N.22-27 W.179.9 feet to an iron pin on the South side of Fleetwood Drive; thence with the South side of said Drive, N.67-55 E.85.0 feet to the intersection of said Drive with Coolbrook Drive; thence with the curve of said intersection S.70-30E. 37.0 feet; thence with the curve of Coolbrook Drive, S. 49-50 E. 17.0 feet to the point of beginning.

PRINCIPAL AMOUNT OF CONTRIBUTION \$ 6118
RETURN TO:
GOLDOME CREDIT CORPORATION
P. O. BOX 6100
BIRMINGHAM, ALABAMA 35250

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 unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at the rate specified in the contract, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed.

Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The mortgagor waives homestead and other exemptions and appraisal rights. The mortgagor hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

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2-A-8232