

MORTGAGE OF REAL ESTATE

03614

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WHEREAS I (we) Roy Cox & Mildreth Cox (hereinafter also styled the mortgagor) in and by my (our) certain Note-bearing even date herewith, stand firmly held and bound unto Beautyrd Mfg. Co., Inc. (hereinafter also styled the mortgagee) in the sum of

\$ 3570.36, payable in 84 equal installments of \$ 41.79 each, commencing on the 20th day of April 1965 and falling due on the same day of each subsequent month, as in and by the said Note and conditions hereof, reference thereto being had will more fully appear.

FILED GREENVILLE, CO. S. C. FEB 12 10 49 AM '73 DONNIE S. TANKERSLEY R.H.C.

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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 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.

November 8, 1971

AND IT IS AGREED, by and between the party of the first part, the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss by 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 comprehensive policy as shall be determined 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 money to be paid, the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the party of the first part, the said mortgagor(s) his (their) heirs, executors, or administrators, 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, 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 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 (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.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may not use or enjoy the said premises until complete payment shall be made.

WITNESS my (our) Hand and Seal, this 23rd day of Feb. 1965

Signed, sealed and delivered in the presence of [Signature] (L. S.)

WITNESS [Signature] (L. S.)

WITNESS [Signature] (L. S.)

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