

## MORTGAGE OF REAL ESTATE

BOOK 14 PAGE 247

82-04895

FEB 10 1973 1007 AM 579

WHEREAS I (we) Connell Terry and Betty Terry  
 (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand fully held and bound unto  
 Solmica of Georgia, Inc.

(hereinafter also styled the mortgagee) in the sum of  
 \$ 2,535.92 , payable in 64 equal installments of \$ 31.33

10th day of November 1965 and falling due on the 10th day of November each year thereafter, commencing on the

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 other good and sufficient cause hereof, according to the conditions of the said Note, which with all its provisions is hereby made and entered into, and for a consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at or before the date of the execution of this present, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do give, grant, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described property, to-wit: that certain piece, parcel or lot of land, situate, lying and being in Chick S. Smith's Township, Greenville County, South Carolina, on the Northwestern side of Pine Drive, Smiths Knob, and designated as Lot No. 56 of PEACE HOLLOW, Section No. 1, as shown on plat thereof recorded in the R.C. Office of Greenville County, South Carolina, in Plat Book "W", at Page 83. This is the same property as was conveyed to Connell Terry by Deed of A.E. Holton, dated August 6, 1952, recorded in the R.C. Office of Greenville County, South Carolina, in Deed Book 714, at Page 257, January 15, 1963.

'FILED'  
 GREENVILLE CO. S. C.  
 FEB 27 1973 AM 10:23  
 DONNIE S. TANKERSLEY  
 S.R.M.C.

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FEB 27 1973



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.

PAID

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, his (their) heirs, executors, or administrators, shall keep the buildings on said premises, intact, without loss or damage, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such capacity 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 money to be paid, or to be kept to the account of the debt secured by this mortgage.

April 18, 1972

AND IT IS AGREED, by and between the said parties, that if the said mortgagee(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and expenses upon the said property, the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, shall cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse them for this mortgage for the same paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, Johnson, Assistant Vice-President, Reynolds Aluminum Credit Corp., 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. Witness:

AND IT IS FURTHER AGREED, by and between the said parties, that should 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.

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