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JCT 151974
DONNIE S. TANKERSLEY
N.M.C.
SOUTH CAROLINA

BOOK 38 PAGE 715
BOOK 1325 PAGE 62
96498

MORTGAGE

County of <u>Greenville</u>	Date of this Mortgage Month <u>August</u> Day <u>27</u> Year <u>1974</u>
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Name of Home Owner(s) and Spouse <u>Harold C. Pressley and N. Jean Pressley</u>	Residence <u>RT 4 Box 683 Travler's Rest SC</u>
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Name of Contractor <u>Dixie Land Construction Co, Inc</u>	Principal Office of Contractor <u>P.O. Box 9842 Birmingham, AL 35215</u>
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF one thousand eight hundred sixty one and 92/100 Dollars, (\$ 1861.92).

mortgagee the amount so paid together with interest at 7% per annum, 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 hereof or upon default of the date secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable in the option of the mortgagee, here, there, and elsewhere, 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 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 grantee 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 agrees that the mortgagee shall have the right to inspect 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.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.

FORM # 412

30219

RETURN TO
CHARLES W. SPENCE

RECEIVED
MAY 21 1976

MAY 21 3 38 PM '76
DONNIE S. TANKERSLEY
VILLE CO. S.C.

Address P.O. Box 19842
B'ham, Ala

N. Jean Pressley
(Purchaser's Signature)

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