



MORTGAGE

Book 67 19-744  
84735  
BOX 1208 PAGE 339

County of <b>Greenville</b>	Date of this Mortgage		
	Month <b>March</b>	Day <b>13</b>	Year 19... <b>74</b>

Name of Home Owner(s) and Spouse <b>WILLIE L. DOWNS &amp; FANNIE M. wife</b>	Residence <b>Route #2 Box 71 Pelzer, SC.</b>
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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 <b>Southern Prudential Corp.</b>	Principal Office of Contractor <b>Atlanta, Ga</b>
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its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Three thousand, five hundred, sixty four and 60/100's Dollars, (\$ 3,564.60).

Greenville County in Book 67, Page 339 of which the

description in said deed is incorporated by reference. All that certain piece, parcel or lot of land in Oak lawn Township, Greenville Cty., State of S.C., containing 2.80 acres and having, according to plat of the property of John Nance, made by C.O. Riddle, Dec. 2, 1953, the following courses and distances, to-wit: BEGINNING at an iron pin in the line of property of the Shady Grove Church, and running thence N. 16-13 E. 434-ft. to iron pin; thence N. 3-30 W 250 ft. to iron pin; thence S. 46-03 W. 79.7 feet to iron pin; thence S. 31-13 W. 267 feet to iron pin; thence S. 11-01 E. 175 ft. to iron pin; thence S. 40-46 W. 320 ft. to iron pin; thence with the line of property of Shady Grove Church, S. 73-37 E. 277 feet to iron pin, the point of beginning. **129**

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 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 whatsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that he, his heirs, executors and administrators will pay the mortgage as hereinafter 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, conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, interest on 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 7% per annum, said amount 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 or the due date of, or upon default upon any of the other terms, covenants or conditions of this mortgage, or of the note 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 at the option of the mortgagee, heirs, successors, assigns, executors and administrators of the mortgagor. Should any legal proceedings be instituted to foreclose, or should any suit be brought to collect the debt secured hereby or any part thereof be placed in court, the mortgagor, his heirs, executors and administrators shall become a party of any suit involving this mortgage or the title to the premises described herein, and should the debt secured hereby or any part thereof be placed in court, the mortgagor, his heirs, executors and administrators shall become a party of any suit involving this mortgage or the title to the premises described herein, and should 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 agrees to pay all taxes and other assessments and appraisement rights.

The mortgagor hereby authorizes the mortgagee/holder to complete and effect the property description and any other terms in accordance with the note which is secured hereby so that this mortgage shall be 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

Greenville Co. S.C.  
JUL 2 1 47 PM '79  
DONNIE S. TANKERSLEY

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