

JAN 21 1972
Lia. G. C. Farnsworth
R.M.C.

MORTGAGE OF REAL ESTATE

B.O.S. 71 REC 416

REC 1220 FILE 115

WHEREAS I (we) Donald R. and Joyce Boothe (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand fully held and bound unto

Carolina Investors, Inc.

(hereinafter also styled the mortgagee) in the sum of

\$ 3600.00 payable in 60 equal installments of \$ 60.00 each, commencing on the

5th day of March 19 72 and falling due on the same day of each subsequent month, as is and by 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 the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that lot of land in Greenville County, State of South Carolina, on the Eastern side of Concord Street, formerly Dover Street, near the city of Greenville, being shown as Lot #54 on a Plat of Edgar C. Waldrop Property, recorded in plat book "B", at Page 171, and described as follows:

BEGINNING at a stake on the eastern side of Concord Street 341.1 feet South from Fair Street at the corner of Lot 54, and running thence with the line of Said Lot N. 86-045, 150 feet to an iron pin; thence S. 3-56 E. 50 feet to an iron pin at the corner of lot 54; thence with the line of said lot S. 86-04 W. 150 feet to an iron pin on Coborn Street; thence with the eastern side of said street -N. 3-56 W. 50 feet to the beginning corner.

Business Edgar C. Waldrop Property Inc. Mail Sat. 10 AM

Edgar C. Waldrop *Edgar C. Waldrop* *Edgar C. Waldrop*

Edgar C. Waldrop *Edgar C. Waldrop* *Edgar C. Waldrop*

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, now, or everise 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 holding the same as any past interest.

AND IT IS AGREED, By and Between the parties hereto, that the said mortgagee(s) his (their) heirs, executors, administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance in the said Note or such company 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 time 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, a sum equal to the amount of the debt secured by this mortgage.

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 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 so paid, 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 same hereby required be placed in the hands of an attorney at law for collection, by suit or otherwise, then all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including reasonable counsel fee (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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