

# 23294  
1.75

MAY 12 1966

32316 MORTGAGE

BOOK 1030 PAGE 595

KNOW ALL MEN BY THESE PRESENTS, that Marcum S. Mitchell and Sandra J. Mitchell, his Wife, of Greenville County, State of South Carolina, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Lehigh Paint & Chemicals of S.C. Inc., of Greenville County, State of South Carolina, hereinafter called the "Mortgagee", in the sum of Thirty three hundred seventy two and 60/100 DOLLARS (\$ 3372.60) evidenced by a promissory note of even date herewith in the total amount set forth above, payable in 84 monthly instalments in the sum of Forty and 15/100 DOLLARS (\$ 40.15), the first payment commencing on the 2nd day of May, 19 66, and continuing on the same day of each month thereafter until fully paid, together with late charges of five (5) cents per \$1.00 on each instalment not paid within ten (10) days of the due date, but not exceeding the lawful maximum, and interest after maturity at the rate of 6% per annum.

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns,

the following described lot or parcel of land situated in Greenville County, State of South Carolina, to-wit: All that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of S.C., known and designated as Lot No. 15 on a plat of Knob Hill, made by Dalton and Neves, dated 6/1953, and recorded in the R.M.C. office for Greenville County, inplat book DD at page 163, and having, according to said plat, the following mates and boundes: Beginning at an iron pin on the northwestern side of Brookdale Ave., which iron pin is the joint front corner of Lots 15 and 16, and is situate 104 feet southwest of the intersection of Brookdale Ave., and Maydale Street, and running thence along the line of Maydale Street, and running thence along the line of Lot 16 N. 57 - 20 W., 150 ft., to an iron pin, joint rear corner of lots 15 and 16; thence S. 32 - 40 W. 70 ft. to an iron pin, joint rear corner of Lots 14 and 15; thence with the line of Lot 14, S. 57 - 20E.

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining. Mortgagor hereby covenants and warrants to the Mortgagee, his heirs, successors and assigns, that he has a fee simple title to said property, free from all encumbrances except:  
Mtg. to: Aiken Loan and Security, dated May 18, 1960, in book 825, page 221  
TO HAVE AND TO HOLD all and singular the aforesaid and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain promissory note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full force and effect.

150 ft., to an iron pin on the northwestern side of Brookdale Ave thence with said Avenue N. 32 - 40 E. 70 feet to the beginning corner.

The Mortgagor agrees and covenants to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly but, in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney-in-fact. Upon payment for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore the mortgage property. In the event the Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 6% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 6% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained, or upon any default in the payment of any instalment provided in said note or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured immediately due and payable, without notice to any person to take possession of said property and proceed to foreclose this mortgage in accordance with the law of this State. 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 or any part thereof be placed in the hands of any 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 Mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.

The Mortgagor (if more than one, all mortgagors) hereby waive and relinquish all rights of exemption and homestead.

This mortgage may be assigned by the Mortgagee without the consent or notice to the Mortgagor and when so assigned, the assignee shall have all of the rights and privileges given to the Mortgagee by the provision of this mortgage.

This mortgage is in addition to any other lien or security heretofore or hereafter given or obtained by the Mortgagee and is not in satisfaction or in lieu of any other lien or security.

In this mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural. This mortgage shall bind all parties hereto, their heirs, legatees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF (we) ~~of~~ hereunto set (our) ~~own~~ hand(s) and seal(s) this 23 day of March, 19 66.

Signed, sealed and delivered in the presence of:

R. McKinney  
James Bender

X Marcum S. Mitchell (L.S.)  
(Signature of Mortgagor)  
X Sandra J. Mitchell (L.S.)  
(Signature of Mortgagor)

M-27 10/65 S.C.)

RECORDED AND CANCELLED OF RECORD

27 DAY OF July 1967  
Allie Larnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
2:45 P.M. NO. 2088

Lien Released By Sale Under

Foreclosure 27 day of July  
A.D. 1967. See Judgment Roll  
# J-10569  
E. J. Jansen  
MASTER

Attest  
Nellie M. Smith  
Deputy