

FILED
SEP 28 1978
XNIE S. TANKERSLEY
WHEREAS

MORTGAGE

54939-5
BOOK 1445 PAGE 677

(we) William D. Dial and Linda J. Dial
(hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith,

stand firmly held and bound unto Atlantic Pools, Inc. (hereinafter also styled the mortgagee) in the sum of

\$ 9,784.08, payable in 72 equal installments of \$ 135.89 each, commencing on the

27th day of October 19 78 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract and conditions thereof, reference thereunto 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 Consumer Credit Contract; 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 certain piece, parcel or lot of land in the

State of South Carolina, County of Greenville, being known and designated as Lot No. 4 in Viewpoint Acres, as shown on plat recorded in the R.M.R. Office for Greenville County in Plat Book 4-R at Page 7 and being shown on a more recent survey of William D. Dial and Linda J. Dial dated August 9, 1972 prepared by Carolina Surveying Company and having according to the more recent plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side on Nancy Drive at the joint corners of Lots 3 and 4 and running thence along the southern side of Nancy Drive, the following courses and distances: N. 59-15 E. 137.1 feet, N. 63-0 E. 41.5 feet, N. 70-30 E. 41.5 feet to an iron pin at the joint front of Lots 4 and 5 S. 15-45 E. 215.1 feet to an iron pin; thence N. 63-54 W. 62.9 feet to an iron pin; thence S. 11-30 E. 89.4 feet to an iron pin; thence S. 80- 03 W. 106.7 feet to an ironpin at the joint rear corner of Lots 3 and 4; thence with the joint line of Lots 3 and 4, N. 30-45 W. 212.4 feet to an iron pin being the point of beginning.

This is a portion of that property conveyed to the Grantors by deed recorded in the R.M.C. Office for Greenville County in Deed Book 908, at page 461.

This property is conveyed subject to restrictive covenants of record, setback lines, road or passageways, easements, and rights of way, if any, affecting the above described property.

This being the same premises conveyed to the grantor herein by deed from David Pavluk and Sonia Pavluk dated 8/9/72 and recorded in Deed Book 951 at page 410 in the R.M.C. Office for Greenville County.

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.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or 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 on the said contract in 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 a FINANCE CHARGE 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 moneys 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 mortgagor(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 sums so paid, with a FINANCE CHARGE 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 contract, 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 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.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns according to the conditions and agreements of the said contract, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said contract and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 12 day of July 19 78

Signed, sealed and delivered in the presence of William D. Dial (L.S.)

WITNESS David S. ... & Linda J. Dial (L.S.)

WITNESS Michael P. ...

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