

DONNIE S. TANKERSLEY
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VIRGIL R. & FAYE D. SPEARMAN

WHEREAS I (we) (hereinafter also styled the mortgagor) in and by my (our) certain Consumer Credit Contract bearing even date herewith, standing firmly held and bound unto ATLANTIS POOLS INC. (hereinafter also styled the mortgagee) in the sum of

payable in 120 equal installments of \$ 98 24 each, commencing on the

day of August 1979 and falling due on the same of each subsequent month, as in and by the said Consumer Credit Contract 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 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the Northwestern corner of intersection of a Frontage Road with Brentwood Way, being shown and designated as Lot No. 53 on a plat of BRENTWOOD, Sec. 1, made by Piedmont Engineers & Architects, dated February 15, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4N, page 62, and having according to said plat the following metes and bounds, to wit: BEGINNING at an iron pin on the Southwestern side of Frontage Road and running thence along said frontage road, S. 36-00 E, 135 ft. to an iron pin at the curve of the intersection of Frontage Road with Brentwood Way; thence with the curve thereof, S. 14-02 W, 32.2 ft to an iron pin on the Northwestern side of Brentwood Way; thence with said side of Brentwood Way, S. 64-03W. 155.3 ft to an iron pin; thence N. 23-54 W. 131.4 ft to an iron pin at the joint rear corner of Lots 53 and 54; thence along the line of Lot No. 54 N. 54-00 E. 150 ft to an iron pin, the point of beginning. Being the same property conveyed to the grantors herein by deed of Rackley, Builder-Developer, Inc. dated September 21, 1972, recorded September 22, 1972, in the RMC office for Greenville County in Deed Volume 955 at 618.

This being the same premises conveyed to the grantor herein by deed from William H. Cooper & Mary E. Cooper dated 3/28/78 and recorded in Deed Book 1076 at page 105 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 hereinafter referred to, 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 fire and lightning by fire for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said contract, 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 loss sustained 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, shall be entitled to pay the same, together with all penalties and costs incurred thereon, and to reimburse themselves therefor 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 hereunder in the payment of the said contract, when the same shall become payable, or in any other of the provisions of this mortgage, that from the entire amount of the debt secured, or intended to be secured hereby, shall forthwith be retained 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 in law by this mortgagee, or its (his) heirs, successors or assigns, the costs of an attorney at law for collection by suit or otherwise, that may be incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (not less than ten percent 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, to the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any, shall be due and payable by the said mortgagee, his (their) heirs, successors, or assigns according to the true intent and meaning of the said contract, and the said mortgagor and his (their) heirs, successors or assigns shall perform all the obligations according to the true intent and meaning of the said contract, and the said deed of Bargain and Sale shall cease, determine and be void, otherwise, it shall remain in full force and effect.

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 23 day of JUNE 1979

Signed, sealed and delivered in the presence of Virgil R. Spearman (LS)

WITNESS Randy Stagg Faye D. Spearman (LS)

WITNESS [Signature]

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