MORTGAGE

FILED BOOK 1509 FACE 794

MAY 1 0 1982 Donnie S. Tankersley
RMC

AMOUNT FINANCED: \$3,545.08 WHEREAS I (we) Andrew and Dorothy Abercrombie (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, Poinsett Discount Co., Inc., Greenville, S.C. (hereinafter also styled the mortgages) in the sum of 74.62 __ equal installments of \$ _ 6,268.08 said Note 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 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 piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the western side of Kondros Circle in Greenville County, South Carolina, being shown and designated as Lot No. 10 on a plat of property of Gus Kondros, made by Dalton & Neves, dated April 1956, recorded in the RMC Office for Greenville County, South Carolina in Plat Book LL, at page 129, reference to which is hereby craved for the metes and bounds, thereof. This conveyance is subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property. This is the identical property conveyed to Andrew and Dorothy Jean Abercrombie by deed of William A. Bratcher and Edwina Z. Bratcher on November 5, 1976 and recorded same date in Deed Book 1045, page 735. ALSO, ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND located on the western side of Kondros Circle in Greenville County, South Carolina, being shown and designated as Lots Nos. 9 and 11 on a plat of property of Gus Kondros, made by Dalton & Neves, dated April, 1956, and recorded in Plat Book LL, at page 129, RMC Office for Greenville County. LOT 9 - This is the identical property conveyed to Andrew and Dorothy Jean Abercrombie by deed of William A. Bratcher and Edwina Z. Bratcher on 1/28/77 and recorded 1/31/77 in the office of the RMC for Greenville County in Deed Book 1050, page 288. IOT 11 - This is the identical property conveyed to Andrew and Dorothy Jean Abercrombie by deed of William A, and Edwina Z. Bratcher on 11/12/76, recorded 11/15/76 in Deed Book IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID 1046, page 111. SECOND LIEN ON THE FIRST ABOVE DESCRIBED PROPERTY AND A FIRST LIEN ON THE TWO ADDITIONAL LOTS TOGETHER with all and singular the rights, mem 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 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 mortgages, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgages, and in default thereof, the said mortgages, its this) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgages 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 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 mortgages, 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.

408

Ω •

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 mortgages, 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 mortgages, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain the full force and extreme.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgogor may hold and enjoy the said premises until default of

Signed, sealed and delivered in the presence-of

WITNESS Mainey Jokes

NITNESS

(CONTINUED ON NEXT PAGE)

Andrew Abererombie (LS)
Mry Orothyf Cherculoches

4328 RV.2

Section and the second second

4.0001