

JUN 24 1974  
DONNIE S. TAYLOR, S.C.  
...M.G.

## MORTGAGE OF REAL ESTATE

392156

BOOK 1314 PAGE 547

WHEREAS I (we) Joseph May Pitt (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Mer. State 2116 Co. (hereinafter also styled the mortgagee) in the sum of

\$ 4823.28, payable in 94 equal installments of \$ 51.42 each, commencing on the

15 day of August 19 74 and falling due on the same day of each subsequent month, as in 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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 80 on plat of Super Highway Homesites recorded in the R. M. C. for Greenville County in Plat Book Page 53, and having the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Meridian Lane at the joint front corner of Lots 80 and 81 and running thence with the joint line of said lots, S. 60-36 E. 187.3 feet to an iron pin in the rear line of Lot 86; thence with the line of lot 86, S. 2-0 W. 50 feet to an iron pin at the joint rear corner of lot 79; thence with the joint line of Lot 79, N. 88-0 W. 182.5 feet to an iron pin on the eastern side of Meridian Lane; thence with Meridian Lane, N. 9-18 E. 140 feet to the point of beginning; being the same conveyed to us by Koy M. Laughridge by deed dated February 14, 1958, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 593 at Page 9.

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 Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (their) 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 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 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 (their) 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 sum 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, than when 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 relating to a mortgage, or should the debt hereby secured be placed in the hands of an attorney or law for collection, by either other or than all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (at no less than ten per cent of the amount involved) shall the same 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 (her) heirs, executors or administrators shall pay, or cause to be paid, unto the said mortgagee, its (his) heirs, successors or assigns, the amount of such interest thereon, as the same shall be due, the said obligation of notes shall be the said mortgagee, his (her) heirs, successors, or assigns, subject to the conditions and agreements of the same, and of this mortgage, and shall perform all the obligations according to the true intent and meaning of the said mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, after which it shall remain of no force and effect.

AND IT IS AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until the above agreement shall be paid.

ATTEST, my hand and seal this 21st day of August 19 74

Joseph May Pitt (S.S.)  
(L.S.)

Signed, sealed and delivered in the presence of

Audrey P. Luttrell

WITNESS Ralph Roberson

RECORDED IN THE OFFICE OF THE CLERK



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