

JUN 9 1980  
MORTGAGE  
Amount 4,500.00  
BOOK 1504 PAGE 805  
5670.00

TO HAVE AND TO HOLD BY THESE PRESENTS that Charles S. Henderson  
and Nancy G. Henderson his wife of Greenville County  
State of South Carolina hereinafter whether one or more called the "Mortgagor" has become justly indebted to Southland Trans  
Greenville County State of SC hereinafter called the "Mortgagee" in the sum of Eight Thousand  
Six Hundred Thirty Eight and 00/100 \$8638.80 evidenced by a promissory note of even date herewith in the total amount set forth above payable  
in 60 monthly installments the first installment being \$ 143.98 and the remaining installments being \$ 143.98  
each with any unpaid balance due on the final payment due date the first installment of which is payable one month from the date of the completion of certain property improvements  
made pursuant to a home improvement sales contract between Mortgagor and Mortgagee dated May 6, 1980 unless a different first payment date is inserted  
herein and the remaining installments payable on the date of each month thereafter until fully paid together with late charges court costs  
collection expenses attorney fees interest after maturity and all terms conditions and stipulations provided for in said note  
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  
County State of South Carolina to wit

Charles S. Henderson his heirs and assigns:

All that piece, parcel or lot of land lying and being situate on the  
northwesterly side of Georgia Road in Grove Township, Greenville County,  
South Carolina, As shown on plat of property of Charles E. Henderson, prepared by  
C.O. Riddle, R.L.S. dated April 24, 1969, and having, the following metes  
and bounds to-wit:

Beginning at an iron pin in center of Georgia Road, which iron pin is 440.8  
feet northeast of line of Claude Henderson property in center of said  
Georgia Road and running thence N. 35-38 W. 225 feet to an iron pin;  
thence along the line of other property of Charles E. Henderson and Sue A.  
Henderson S. 49-55 W. 182 feet to an iron pin; thence further along the line  
of other property of the said Charles E. Henderson and Sue A. Henderson  
S. 37-32 E. 217 feet to a point in the center of Georgia Road; thence along center  
of said Georgia road N. 54-22 E. 174.5 feet to the point of beginning.

The herein named grantee is to pay the 1971 taxes on the described property  
The above described property is conveyed subject to existing easements, rights of  
way, reservations and restrictions.

This is the same property conveyed by Grantor Charles C. Henderson and Sue  
A. Henderson to Grantee Charles S. Henderson in Volume 929 page 372 dated  
11-10-71 and recorded 11-10-71.

Together with all rights members privileges hereditaments easements and appurtenances belonging or appertaining Mortgagor agrees to warrant and forever de  
fend all and singular the said premises unto the said Mortgagee his successors and assigns from and against said Mortgagor his heirs executors administrators and assigns  
and all other persons whomsoever lawfully claiming or to claim the same or any part thereof and Mortgagor hereby covenants and warrants that he has a fee simple title  
to said property free from all encumbrances except

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

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 the  
Mortgagor and Mortgagor 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 will not commit or 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 installment 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 less unearned charges due and payable as provided by law and 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 not in excess of 15% of the unpaid debt after  
default 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 waives and relinquishes all rights of exemption and homestead

This mortgage may be assigned by the Mortgagee without the consent of 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 the Grantors hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 1980

Signed in the presence of  
Kathy Langlin  
Kathy J. Cozzens

x Charles S. Henderson (Seal)  
x Nancy G. Henderson (Seal)

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