

MORTGAGE OF REAL ESTATE

BOOK 1020 PAGE 89

82-05579  
MAY 14 1966  
FILED  
REC'D  
R. H. G.

WHEREAS I (we) RALPH V. BARTON & LOUISE G. BARTON  
(hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, ~~and~~ ~~have~~ ~~held~~ ~~and~~ ~~bound~~ ~~unto~~  
LENIA FINISHED CHEMICALS OF SOUTH CAROLINA INC. (hereinafter also styled the mortgagee) in the sum of  
\$3354.14, payable in 94 equal installments of \$ 39.93  
15<sup>th</sup> day of MARCH 19 66 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  
(his) heirs, successors or assigns, ~~may~~ ~~effect~~ ~~such~~ ~~insurance~~ ~~and~~ ~~remove~~ ~~thereafter~~ ~~under~~ ~~this~~ ~~mortgage~~ ~~for~~ ~~the~~ ~~expense~~ ~~thereof~~, ~~and~~ ~~the~~ ~~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 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 become payable, then the said mortgagor(s) its  
(his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred, ~~and~~ ~~cause~~ ~~them~~ ~~to~~ ~~be~~ ~~paid~~  
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 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 ~~upon~~ ~~the~~ ~~closure~~ ~~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~~ ~~col-~~  
lection, ~~or~~ ~~otherwise~~, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reason-  
able counsel fee (of not less than ten per cent of the amount involved) shall ~~be~~ ~~paid~~ ~~by~~ ~~the~~ ~~mortgagor(s)~~ ~~and~~ ~~its~~ ~~heirs~~ ~~and~~ ~~assigns~~ ~~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 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 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 15<sup>th</sup> day of Jan 19 66

Signed, sealed and delivered in the presence of  
WITNESS Grand & Leman Ralph Vandy Barton (L.S.)  
WITNESS Don Louise Grace Barton (L.S.)

Cancelled  
Dennis B. Lankley  
RMC

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