

JUL 30 1974
 FORTNEY & TANKERSLEY
 - M.C.
 SOUTH CAROLINA

MORTGAGE

1515 253 85772
 70 11135

County of GREENVILLE Date of this Mortgage
 Month MAY Day 25 Year 1974

Name of Home Owner(s) and Spouse GERARD W. COLLINS & JUDY BLUM Residence Route 2 Murietta S. Car.

bound jointly and severally, if this mortgage is signed by more than one individual (hereinafter called the mortgagor), is justly indebted to

Name of Contractor DIXIELAND CONSTRUCTION Co. Inc Principal Office of Contractor P.O. Box 9842 BIRMGHAM AL

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF TWENTY - SIX

HUNDRED THIRTY - FOUR & 6/100 Dollars, or 2634.60

SAID SUM TO BE PAID AS FOLLOWS:	Number of installments	Amount of each installment	First installment due on Month Day Year	Payable thereafter monthly on the day of each month
	<u>60</u>	<u>43.91</u>	<u>JULY 1 1974</u>	

pay the full interest at seven (7%) per cent per annum on all moneys and unpaid installments according to a certain schedule to be made from time to time, and whereas the grantor desires to secure the payment of said moneys, and KNOW ALL MEN, that the said mortgagee in consideration of the said debt and sum of money as aforesaid, and for the better security of the payment thereof into the said mortgagee and also in consideration of the sum of \$2000.00 the said mortgagee has well and truly paid by the said mortgagor at and before the sealing hereof the sum of \$2000.00, the receipt whereof is hereby acknowledged, have granted, warranted, sold and released by the mortgagors, do grant, warrant, sell and release unto the said mortgagee, his heirs and assigns the following described premises:

Street address Route 2 City/Town MURRIETTA County GREENVILLE

being the same premises as are described in mortgage by deed of

MAY 12 1980 Doris B. WARD 32960

dated JANUARY 29 1973 recorded in the office of the

GREENVILLE County in Book 96 Page 3

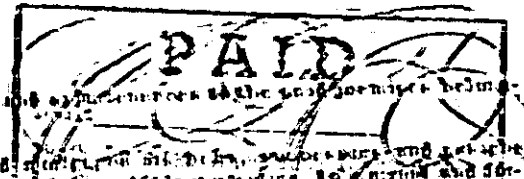
description of said deed is incorporated by reference. All this piece, parcel or lot of land situate, lying and being in the County of GREENVILLE, State of SOUTH CAROLINA, and being known and designated as Lot No. 12 of Murietta Heights Subdivision as shown on a plat thereof prepared by Terry T. Dill, Inc. C.E. and I.C. and recorded in the M.C. office for Greenville County, South Carolina, in Plat Book 17, at Page 43, to which said plat reference is made for a more complete description.

Together with all and singular the rights, members, benefits and appurtenances thereto in anywise belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, his heirs, successors and assigns forever. And the mortgagee does hereby bind himself, his heirs, successors and assigns to defend and ever defend all and singular the said premises unto the said mortgagee, his heirs, successors and assigns and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same in any part thereof. AND the mortgagee covenants with the mortgagee that: 1. He will pay the whole amount of the mortgage provided, keep the building insured against loss or damage by fire or other cause, for an amount not less than the actual value thereof; observe and perform all covenants, conditions and terms of any mortgage; pay all taxes, assessments, water rates, insurance premiums and other charges and interest on any mortgage; and in any payment the mortgagee may pay the same and the mortgagee shall receive the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose upon default hereof made upon the payment of any of the installments hereof due specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagee, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, his heirs, successors and assigns, and this mortgage may be foreclosed. 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 an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantor, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagee waives homestead and other exemptions and appointment rights.

The mortgagee hereby authorizes the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this mortgage.

That no waiver by the mortgagee of any breach of any provision by grantor herein shall be construed as a waiver of any subsequent breach of the same or any other provision herein.



4328 RV.2