

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville
Whereas, Thomas P. Raines

of the County of Greenville, in the State aforesaid (hereinafter referred to as the "mortgagor") in and by a certain principal promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing (designated thereon as "first mortgage real estate bonds"), due as follows: *at least fifty dollars on the twelfth day of October, 1941, and on the twelfth day of October in each year hereafter; any unpaid balance to become due on the twelfth day of October 1946*

and in and by interest notes (designated thereon as "interest coupons"), to be paid annually as follows:

is well and truly indebted to *L. O. Patterson, as trustee for R. P. Cunningham and W. P. White*

and just sum of *one thousand dollars*

(\$ *1,000.00*); all of said notes bearing even date herewith and bearing interest from *this date* at the rate of *seven* per cent. per annum, to be computed and paid *semi* annually until paid in full; and interest not paid when due to bear interest at the rate of *seven* per cent. per annum; it being hereby agreed that each of said notes shall bear interest after maturity or after default in payment at the rate of *seven* per cent. per annum, to be computed *semi* annually all interest not paid when due to bear interest at the rate of *seven* per cent. per annum; and that both principal and interest shall be paid in United States gold coin of the present standard of weight and fineness; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of *Greenville* in *Greenville* Township, *known and designated as* *Plat No. 112*

sixty-nine (69), seventy (70) and a strip fifteen (15) feet wide and one hundred and twenty-three (123) feet long, being the western portion of Lot number seventy-one (71) of the subdivision known as "Oaklawn," as shown on a plat thereof recorded in the office of the Register of Mesne Conveyances for said County in Plat Book "E" at page 273 (said subdivision lying on the west side of the Rutherford or Camp Road, about a quarter of a mile outside the corporate limits of the City of Greenville), and having, according to said plat, the following metes and bounds, to wit: beginning at a stake on the north side of Locust Avenue, on the southeast corner of Lot No. 68 (said stake being three hundred feet westward from the Rutherford Road), and running thence eastward, along the north side of Locust Avenue, sixty-five (65) feet to a stake ten (10) feet west of the southeast corner of Lot 71; thence northward (parallel with Rutherford Road) 123 feet to a stake ten feet west of the northeast corner of Lot No. 71; thence westward sixty-five (65) feet to the northeast corner of Lot No. 68; thence southward 123 feet along the east boundary line of Lot No. 68 to the beginning corner.

This is the same lot conveyed to said mortgagor by R. C. McCall by deed dated October 24, 1940, and recorded in said office in Book 226, at page 277. There is no lien or encumbrance on said land by mortgage, judgment or otherwise.

being the same land conveyed to said mortgagor by _____ on _____, 192____, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for _____ County, S. C., in Deed Book _____, page _____

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 and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals. And said mortgagor hereby covenants and agrees with said mortgagee as follows: (1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder.