

Tract No. 31: Beginning at an iron pin on the West side of National Highway No. 29, joint corner of tracts Nos. 30 and 31 and running thence N. 59-08 W. 303.5 feet to an iron pin in Eastern edge of right of way of C & G. division Southern Railway; thence with said right of way N. 34-12 E. 256 feet to an iron pin in center of road; thence with center of road S. 35-34 E. 161 feet; thence still with center of road S. 53-31 E. 182 feet to an iron pin on West side of National Highway No. 29; thence with said Highway S. 42-21 W. 206 feet to the beginning corner.

This is a first mortgage over the above described property. The above tracts have now been re-subdivided into eighteen lots as shown on Section "B", Property of Marsmen, Inc. according to revised Plat made by W. D. McBrayer, December, 1935 and recorded in the R.M. C. Office for Greenville County in Plat Book "D", Page 171. It is understood and agreed that the mortgagee herein will release any of the said 18 lots as shown on the McBrayer Plat upon payment of \$400.00 cash for each lot so released. The mortgagor agrees that he is to extend water lines and electric light lines to the South end of said property before maturity of this mortgage, and that in the event of any default the mortgagee or his assigns is to have the right to tap the same without charge.

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 Leitigens Lumber Company its successors his Heirs and Assigns forever. And

said corporation it does hereby bind itself, its successors and assigns, to warrant

and forever defend all and singular the said Premises unto the said Leitigens Lumber Company its successors his Heirs and Assigns from and against

and its Successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and building on said lot in a sum not less than _____

_____ Dollars, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in _____ name and reimburse _____

_____ for the premium and expenses of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said corporation hereby assigns the rents and profits of the above described premises to said mortgagee, or

_____ Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at Chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying cost of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if _____

_____ the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

IN WITNESS WHEREOF, the said granting corporation has caused its corporate seal to be hereunto affixed and these Presents to be subscribed by its duly authorized officers M. D. Workman, Pres., and L. F. Simpson, Jr., Secy. on this, the 3d day of February in the year of our Lord one thousand nine hundred and ~~twenty~~ thirtysix and in the one hundred and sixtieth year of the Sovereignty and Independence of the United States.

Signed, Sealed and Delivered in the Presence of: Marsmen, Inc.
H. M. Estes } By- M. D. Workman, Pres. (Seal)
Leila M. Kendrick } And- L. F. Simpson, Jr. Secy.

STATE OF SOUTH CAROLINA, }
County of Greenville. }
PERSONALLY appeared before me Leila M. Kendrick and made oath that she saw M. D. Workman as President and L. F. Simpson, Jr. as Secretary of Marsmen, Inc. a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal; and as the act and deed of said corporation, deliver the within written mortgage, and that he, with H. M. Estes witnessed the execution thereof.

SWORN to before me, this 3d day of February A. D. 1936
H. M. Estes (L. S.) Leila M. Kendrick
Notary Public for South Carolina.

Recorded Feb. 5 1936, at 4:15 o'clock, P. M.