

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA:
COUNTY OF GREENVILLE :

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Andrew W. McDavid Sr., Lucy E. McDavid, Andrew W. McDavid Jr., Mary Hampton McDavid, Virginia B. McDavid together with Louise S. McDavid and Randolph McDavid by Lucy E. McDavid, their general guardian SEND GREETINGS:

WHEREAS: We, the said Andrew W. McDavid Sr., Lucy E. McDavid, Andrew W. McDavid Jr., Mary Hampton McDavid, Virginia B. McDavid together with Louise S. McDavid and Randolph McDavid by Lucy E. McDavid, their general guardian, in and by our certain promissory note in writing, of even date with these Presents, are well and truly indebted to Ella A. Jones in the full and just sum of Two Thousand (\$2000.00) Dollars, to be paid one year after date, with interest from date at the rate of seven (7%) per centum per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time paid due and unpaid, the whole amount evidenced by said note be become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity shall be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses including 10 per cent of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That we, the said Andrew W. McDavid Sr., Lucy E. McDavid, Andrew W. McDavid Jr., Mary Hampton McDavid, Virginia B. McDavid together with Louise S. McDavid and Randolph McDavid by Lucy E. McDavid, their general guardian, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment (securing the payment) thereof to the Ella A. Jones according to the terms of the said note, and also in consideration of the further sum of Three Dollars to us, the said Andrew W. McDavid Sr., Lucy E. McDavid, Andrew W. McDavid Jr., Mary Hampton McDavid, Virginia B. McDavid together with Louise S. McDavid and Randolph McDavid by Lucy E. McDavid, their general guardian, in hand well and truly paid by the said Ella A. Jones at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Ella A. Jones:

All that certain piece, parcel or tract of land lying and being situate about 1 1/4 miles South of the City of Greenville on the Augusta Road in Oaklawn Township, Greenville County, State of South Carolina and in the Ellen Woodside School District, and being known as the Andrew W. McDavid Home Place, and being likewise the same land on which the said Andrew W. McDavid now resides containing 260 acres, more or less, and being the identical lands willed to the said Andrew W. McDavid by his father, Andrew W. McDavid, the elder, and referred to in Items III and IV of the will of the said Andrew W. McDavid as filed in the Office of the Probate Court for Greenville County.

The above is the same lands referred to in proceedings brought by Lucy E. McDavid, Individually and as general guardian for Louise S. McDavid and Randolph McDavid, et al, -vs- Andrew W. McDavid Sr., et al. which proceeding is on file in the Office of Clerk of Court for Greenville County.

This obligation is made pursuant to the authority given by the Decree of the Court in the aforementioned proceeding and the proceeds to be had and derived from this obligation are to be used for the purposes therein referred to and designated.

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 Ella A. Jones, her Heirs and Assigns forever. And we do hereby bind ourselves and our Heirs and Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Ella A. Jones, her Heirs and Assigns, from and against our heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in the sum of not less that Fifteen Hundred Dollars (\$1500.00) 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 her name and reimburse herself for the premium and expense of such insurance under this mortgage, with interest.

And it at any time any part of said debt or interest therein, be paid due and unpaid, we hereby assign the rents and profits of the above described premises to said mortgagee, or her Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit of said State may, at

Handwritten notes and signatures including 'Ella A. Jones', '1009', and '#9887'.