

70-40 W. 42 feet to the beginning corner. TOGETHER with all the right, title and interest of the mortgagor in and to a 10 foot alley and the use thereof, lying on the south edge of the above described property, more particularly described in the deed made by James F. Davenport, as Trustee, to J. S. Gunter, dated April 29, 1936, and recorded in the R. M. C. office for Greenville County, S. C., in Deeds Volume 151, page 290.

This is the same property that was conveyed to the mortgagor herein by deed of James F. Davenport, as Trustee, on May 5th, 1939, recorded in the R. M. C. office for Greenville County, S. C., in Deeds Volume 210 page 254 .

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 The First National Bank of Greenville, Agent for Furman University (The Eugene F. Bates Memorial Fund), its successors

and Assigns forever. And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said The First National Bank of Greenville, Agent for Furman University (The Eugene F. Bates Memorial Fund, its successors

and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) and against tornado in the amount of Seven Thousand Five Hundred (\$7,500.00) 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 my name and reimburse itself for the premium and expense 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, I hereby assign the rents and profits of the above described premises to said mortgagee, or its successors, 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 costs 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 that it is the true intent and meaning of the parties to these Presents, that if I, the said mortgagor, do 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 said mortgagor is to hold and enjoy the said Premises until default of payment shall be made. Witness my hand and seal, this 5th day of May in the year of our Lord one thousand, nine hundred and thirty-nine and in the one hundred and sixty-third year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of Flora K. Hayes, Patrick C. Fant, Eva McDonald Timmons (L. S.), (L. S.), (L. S.), (L. S.)

THE STATE OF SOUTH CAROLINA, Greenville County. MORTGAGE OF REAL ESTATE. Personally appeared before me Flora K. Hayes and made oath that she saw the within named Eva McDonald Timmons sign, seal and as her act and deed deliver the within written deed, and that she with Patrick C. Fant witnessed the execution thereof.

SWORN TO before me this 5th day of May A. D. 1939 Patrick C. Fant (L. S.) Notary Public for South Carolina. Flora K. Hayes

THE STATE OF SOUTH CAROLINA, Greenville County. RENUNCIATION OF DOWER. MORTGAGOR-WOMAN

I, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. the wife of the within named did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named

Heirs and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this day of A. D. 19 (Seal) Notary Public, S. C.

Recorded May 5th 1939 at 5:40 o'clock P. M.

By N.S.