

THE STATE OF SOUTH CAROLINA )  
 COUNTY OF LAURENS )

TO ALL WHOM THESE PRESENTS MAY COME:

I, Marion C. Jacobs, of the County of Laurens, State of South Carolina, SEND GREETING:

WHEREAS, I the said Marion C. Jacobs am well and truly indebted to W. W. Harling, of Simpsonville, S. C. in and by my certain note bearing date the 8th. day of April, 1940, in the sum of Seven Hundred, Twenty-four and 25/100 (\$724.25) Dollars, payable to the said W. W. Harling, or order, as follows: \$362.13 on April 8th. 1941, and the balance of \$362.12 on April 8th. 1942; together with interest after the date thereof at the rate of six (6%) per cent per annum, payable annually on unpaid balances of the principal sum thereof; said note further providing that if any installment of principal or interest due thereunder is not paid at or before maturity and remain unpaid for a period of thirty days after the same shall have become due, then the entire amount evidenced by the note shall at the option of the holder thereof become immediately due and payable and further providing that if any installment of the note is not paid at or before maturity and remain unpaid for a period of thirty days after the same shall have become due the maker thereof agrees to pay all expenses of collection including ten (10%) per cent of the amount due as attorneys fees, reference being thereto had will more fully appear.

NOW KNOW ALL MEN, That I the said Marion C. Jacobs, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, or any renewals thereof, or any other indebtedness I now owe or may hereafter owe or be liable for either as maker, endorser, surety, guarantor or otherwise, to the said W. W. Harling according to the terms of the said note and also in consideration of the further sum of Three Dollars to me the said Marion C. Jacobs in hand well and truly paid by said W. W. Harling at and before the sealing and delivery 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 W. W. Harling, his heirs and assigns, by way of the mortgage, the following described property, to-wit:

All that certain piece, parcel or lot of land situated, lying and being in the Town of Simpsonville, State and County aforesaid, and joining lands of T. R. Cox, Mrs. L. O. Green, R. D. Jones and Main Street, and known as the Three Story Brick Building formerly occupied by Brown and Armstrong, and having the following metes and bounds, to-wit:

BEGINNING at a point on Main Street, corner T. R. Cox lot and running in a western direction 100 feet to Mrs. L. O. Green's line; thence North 27 feet to R. D. Jones other lot, and thence East 100 feet to Main Street, and thence along said Street 27 feet to the beginning corner, Also subject to the agreement between T. R. Cox and R. D. Jones as recorded in Deed from Cox to Jones dated January 4th. 1921, and recorded in office of R. M. C., Greenville County, Volume 71, page 291, and worded as follows:- "It is agreed and understood that R. D. Jones, his heirs and assigns, is to have an alley way leading from some point on Main Street through this lot for wagon road and also use of flight of steps leading from Main Street up side of three story brick building." # 10429

It is agreed and understood by and between W. W. Harling and Marion C. Jacobs that R. D. Jones, his heirs and assigns, are to retain all privileges of the above mortgaged building. Said privileges being permission to cut hole into said wall four inches for hanging sleepers, rafters and other timbers that might be necessary in building.

It is understood and agreed that this mortgage is a second mortgage on the property described herein, the mortgagor having heretofore given a first mortgage on the said property to M. P. Brown to secure her note to the said M. P. Brown in the principal amount of \$4000.00 and the said mortgage to M. P. Brown constitutes the first lien on the said property hereinabove described.

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 W. W. Harling, his Heirs 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 W. W. Harling, His Heirs and Assigns, from and against Me, My Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the Mortgagor is to insure house and buildings on said lot in the sum of not less than \_\_\_\_\_ Dollars, 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 Mortgagee may cause the same to be insured in \_\_\_\_\_ name and reimburse \_\_\_\_\_ for the premium and expense of such insurance under this mortgage.

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event the said Mortgagee-his successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as Receiver, shall apply the residue of the said rents