

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN: x

SEND GREETING:

WHEREAS, I the said Mrs. Isoline I. Crenshaw in and by my certain note or obligation, bearing date the 24th day of July, A. D., 1941, stand firmly held and bound unto Beverly V. Swygert in the penal sum of Nine Thousand and no/100 (\$9,000.00) Dollars, conditioned for the payment of the full and just sum of Forty-Five Hundred and no/100 (\$4,500.00) Dollars as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said Mrs. Isoline I. Crenshaw in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Beverly V. Swygert, according to the condition of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Mrs. Isoline I. Crenshaw in hand well and truly paid by the said Beverly V. Swygert at and before the sealing and delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Beverly V. Swygert, the following described real estate:

All that piece, parcel or lot of land in the County and State aforesaid near the City of Greenville, known as Lot #30 on Plat of property of Estate of D. W. Cochran and Minnie D. Cochran by Dalton and Neves, of July 1937, having the following metes and bounds; beginning at a stake on south-east side of Augusta Place Street at the corner of Lot #31, S. 52-04 E. 213.8 feet, to stake on line of #10; thence along #10 and #11, S. 46-27 W. 70.8 feet, to corner of Lot #29; thence along said lot, N. 52-04 W. 203.3 feet, to stake on said West Augusta Place Street; thence along said street, N. 37-56 E. 70 feet, to the beginning point; subject however, to the following reservations and restrictions: No building (other than out-buildings appurtenant to a dwelling) shall be erected on said lot costing less than \$4,000.00. No building shall be erected on said lot within 50 feet from the street on which said lot fronts; nor shall this property be used for business purposes.

The above described lot being conveyed to me by T. G. Goldsmith and D. W. Cochran, Jr. as Executors of the Estate of D. W. Cochran, deceased, as of date March 4, 1940, said deed of Conveyance recorded in the Register of Deeds Conveyance, Greenville County, South Carolina, March 4, 1940 in Volume 219, Page 77.

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 Beverly V. Swygert, 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 Beverly V. Swygert and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And it is agreed, by and between the said parties, that the said mortgagor, his heirs, executors or administrators, shall and will forthwith insure the house and buildings on said lot, and keep the same insured from loss or damage by fire in the sum of x Dollars, and assign the policy of insurance to the said Beverly V. Swygert or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Beverly C. Swygert or assigns, may cause the same to be insured in her own name, and reimburse for the premium and expenses of such insurance under the mortgage.

And it is agreed, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

And it is further agreed, that said Mortgagor, her heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if I the said Isoline I. Crenshaw do and shall well and truly pay, or cause to be paid unto the said Beverly V. Swygert the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the condition thereof.

And it is agreed by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

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RECORDED AND CANCELLED
DAY OF
Cochran and Minnie D. Cochran

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See Assignment this