

## MORTGAGE OF REAL ESTATE

40296 PROVENOR—JARRARD CO.—GREENVILLE

Murphey Streets, County and State aforesaid, and being known and designated as lot #4 and a 6-inch strip off of the northern side of lot #3 as shown on a plat of record in the R. M. C. Office in Flat Book C, page 172, and having the following metes and bounds, to-wit:

BEGINNING at a point on the eastern side of South Main Street which point is 74 feet 6 inches from the northeast corner of Main and Murphy Streets and running thence with Main Street N. 20.30 E. 25 feet 6 inches to a point on said Main Street which point is the corner of a lot now or formerly owned by J. D. Tannahill and Hext M. Perry; thence with the line of said lot S. 69.30 E. 100 feet to an iron pin, corner of lot formerly belonging to T. Q. D. Donaldson; thence with line of said lot S. 20.30 W. 25 feet 6 inches to corner of lot of Buchanan and Wallace; thence N. 69-30 W. 100 feet to the point of beginning on Main Street.

Together with all right, title and interest of, in and to the party walls mentioned in the deed to Mattie M. Jenkinson from J. W. Norwood, dated May 24, 1920, and recorded in the R. M. C. Office for Greenville County in Vol. 55, page 338.

TOGETHER with all and singular the Right, 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 Hazel Lee Jenkinson, Annie Crosby Jenkinson, Ellie G. Jenkinson, Julia Jenkinson, Mary Jenkinson, W. R. Jenkinson, and Ruth J. Funderburk, their 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 mortgagees, their 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, the said mortgagor agree to insure the house and buildings on said land for not less than        Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event - shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under the mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and 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 said debt of sum of money aforesaid with interest thereon, if any shall 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 I, the mortgagor, am to hold enjoy the said premises until default of payment shall be made.

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 mortgagees or their 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 thereof (after paying costs of collection) upon said debt interest, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS my hand and seal this 6th day of February in the year of our Lord one thousand nine hundred and forty-six.

Signed, Sealed and Delivered )  
 in the presence of )  
 J. A. Henry )  
 Anne F. Bearden )

Roy Jenkinson (L.S.)

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE )

PERSONALLY APPEARED BEFORE ME J. A. Henry and made oath that she saw the within named Roy Jenkinson sign, seal and as his act and deed deliver the within written deed and that she with Anne F. Bearden witnessed the execution thereof.

Sworn to before me this 6th  
 day of February, A. D. 1946.

Anne F. Bearden (SEAL)

J. A. Henry