

MORTGAGE OF REAL ESTATE

1920 PROVISIONS - BARBARD CO. - GREENVILLE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

C. O. ATKINS, E. C. HOWARD, H. C. HOWARD - - - - - SEND GREETING:

WHEREAS, we, the said C. O. Atkins, E. C. Howard and H. C. Howard - - - X - - - well and truly indebted to Nera A. Bruce for the full and just sum of \$1500.00 - Fifteen Hundred and No/100 Dollars, to be due and paid in full on Feb. 7, 1947, according to terms of note bearing same date, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN, That we the said C. O. Atkins, E. C. Howard, H. C. Howard in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Nera A. Bruce according to the terms of the said note and also in consideration of the further sum of Three Dollars to us, the said C. O. Atkins, E. C. Howard, H. C. Howard in hand well and truly paid by the said Nera A. Bruce 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 NERA A. BRUCE, her heirs and assigns forever:

All that certain lot, or parcel of land in Greenville County, State of S. C., being the tract of land bought by us from Mrs. Annie Randolph Westmoreland R.M.C. Book M- Page 532- dated 10-31-'45, being part of lots #65, & 66.

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 Nera A. Bruce and her - - - -Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Nera A. Bruce - - - - Heirs and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said - - agree - - to insure the house and buildings on said lot in the sum of not less than - - - -x - - - - Dollars, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said - - - X - - - and that in the event the mortgagor shall at any time fail to do so, then the said - - - x - - - may cause the same to be insured in - -x - - name and reimburse - -x - - for the premium and expense of such insurance under this mortgage.

And the said C. O. Atkins, E. C. Howard, H. C. Howard agrees to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said note together with all costs and expenses which the said Nera A. Bruce shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if we, the said C. O. Atkins, E. C. Howard, H. C. Howard do and shall well and truly pay, or cause to be paid, unto the said Nera A. Bruce the said debt or sum of money, 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.

Witness our hand and seal this 7 day of Feb. 7, in the year of our Lord One Thousand Nine Hundred and 46 and in the One Hundred and - - - X - - - year of the Sovereignty and Independence

of the United States of America. Signed, Sealed and Delivered in the Presence of:)

Handwritten notes:
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- RECEIVED AND INDEXED
- STATE OF S. C.
- OFFICE OF THE CLERK OF COURTS
- GREENVILLE COUNTY, S. C.
- FEB 10 1946
- 10 O'CLOCK