

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, John H. Ariail SEND GREETINGS:

*In Satisfaction  
See R. C. M. Book  
518, Page 436.*

SATISFIED AND CANCELLED OF RECORD  
26 DAY OF *Dec*  
1936  
FOR GREENVILLE COUNTY, S. C.  
CLOCK 9 M NO. 292

Whereas, I the said John H. Ariail in and by my certain promissory note, in writing, of even date with these presents, am (are) well and truly indebted to Easley Bank, Easley, S. C. in the full and just sum of Eight Thousand and no/100's Dollars, (\$8,000.00) payable on Demand, with interest thereon from date at the rate of Six per cent. per annum, to be computed and paid Semi-Annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said John H. Ariail, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Easley Bank according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said John H. Ariail, in hand and truly paid by the said Easley Bank at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Easley Bank, its successors and assigns forever:

"ALL that certain piece, parcel or lot of land, with the brick veneer dwelling located thereon, in the State of South Carolina, County of Pickens, in the City of Easley, at the Southwest corner of the intersection of North B. Street, and Hudson Street, said lot containing One-fourth(1/4) of an acre, more or less, and bounded on the North by Hudson Street, on the East by North B. Street, on the South by the Baptist Parsonage, and on the West by the lands of H. W. Hamilton, and being the same lot conveyed to John H. Ariail by Lyda Ariail by deed dated March 17, 1931, and recorded in Book of Deeds XXX at Page 418, in the Office of the Clerk of Court for Pickens County, South Carolina."

"All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the Western side of Brookwood Drive near the City of Greenville, being shown as Lot No. Eleven(11) on combined map of Plats Nos. 2 and 3 of Park Hill revised by R. E. Dalton in November 1936, recorded in Plat Book I at pages 36 and 37 and described as follows:

BEGINNING at a stake on the Western side of Brookwood Drive, 70 feet North from the corner of another branch on Brookwood Drive at corner of Lot No. 10, and running thence with the line of said lot S 70-03 W 190 feet to a stake in line of Lot No. 8; thence with the line of said lot N 21-05 W 75 feet to a stake at corner of Lot No. 12; thence with the line of said lot N 70-08 E 195.3 feet to a stake on Brookwood Drive; thence with the Western side of Brookwood Drive S 17-05 E 75 feet to the BEGINNING corner. Said premises being a portion of the property conveyed to Mary B. Lewis by Janet Birnie Brewster by deed dated February 5, 1903, recorded in Book of Deeds 89 at Page 49; the said Mary B. Lewis died testate on October 7, 1945 and by her Will recorded in Apartment 503, File 11, in the office of Probate Judge for Greenville County, S. C., authorized her Executors, to sell said property in order to carry out the provisions of her Will and said land is the identical conveyed to John H. Ariail by Thomas L. Lewis and Caroline Lewis Webster as Executor and Executrix of the Will of Mary B. Lewis by deed dated February 28, 1946, and recorded in Book of Deeds 288 at page 368, in the office of the Clerk of Court for Greenville County, S. C."

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 Premises before mentioned unto the said - - - Easley Bank, its successors and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Easley Bank, 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 name or any part thereof.

And the mortgagor agrees to insure the house and buildings on said lot in a sum not less than Eight Thousand and no/100's - - - - Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and assigns 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 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 or expenses; without liability to account for anything more than the rents and the profits actually collected.

PROVIDED ALWAYS nevertheless, that it is the true intent and meaning of the parties to these Presents, that if the said mortgagor, do and shall well and truly pay or cause to be paid until 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.