

TITLE TO REAL ESTATE

1728 PROCEEDINGS—GREENVILLE

THE STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

KNOW ALL MEN BY THESE PRESENTS, That We, C. N. Garing and Rose E. Garing in the State aforesaid, in consideration of the sum of Five Dollars and the conditions hereinafter expressed to us in hand paid at and before the sealing of these presents by May H. Brooks and Ernestine Blaum (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 May H. Brooks and Ernestine Blaum, upon the conditions hereinafter stated:

All that lot or body of land situate at the Southwest intersection of Buncombe and Academy Streets in the City and County of Greenville, South Carolina, and more particularly described as follows:

Beginning at an iron pin on the Southwest corner of Buncombe and Academy Streets thence with Academy Street S. 24.41 W. 137 feet; thence N. 52.34 W. 84 feet; thence N. 23.57 E. 4 feet; thence N. 49.54 W. 40.4 feet; thence N. 51.52 E. 93.6 feet to Buncombe Street; thence along Buncombe Street S. 34.19 E. 86 feet to the beginning corner. The above described land is composed of three separate lots, each lot respectively described in deeds recorded in deed book 34 page 41, 52 Page 21 and 55 Page 309 and the courses and distances here given are taken from the outside boundaries of said three lots as in said three deeds described.

Less however, a strip of land fronting said Buncombe Street heretofore conveyed to the City of Greenville and described in deed recorded in Deed Book 113 Page 225.

The above land is conveyed subject to the easements found in deed Book 52 Page 21 and 95 Page 265.

Premiums on outstanding fire insurance policies; also all taxes for 1938, to be pro-rated.

The land above described is hereby conveyed and this deed is accepted by the grantees upon the conditions hereinbelow expressly stated, which conditions are expressly declared to be conditions subsequent and not covenants running with the land, to-wit:

1. It is agreed that the balance of principal of debt secured by mortgage recorded Mortgage Book 258 Page 75 is Twenty One Thousand Six Hundred (\$21,600.00) Dollars. The grantees herein do hereby assume and will pay, according to its terms, the balance of said mortgage indebtedness.

2. To pay to the grantors jointly and to the survivor until death, Two Hundred and Fifty (\$250.00) Dollars on or by the 10th day of April 1938, and a like sum and in like manner on or by the 10th day of each and every succeeding month thereafter until, as before said, the death of the last of the grantors herein.

3. To deposit in some Greenville Bank on or by the 10th day of each month a sum equal to one sixth of the semi-annual curtailment and semi-annual interest as both are provided in said mortgage and apply the same on or by the said semi-annual payment dates to the principal and interest, and so to continue until said mortgage debt is paid in full.

4. To deposit as in preceding paragraph provided, a sum equal to one twelfth of the estimated annual taxes, State, County and City, and pay and discharge therefrom said taxes, provided, however, inasmuch as the City taxes will mature in 1938 before a one twelfth deposit will be sufficient, the grantees, will, nevertheless pay said taxes and save harmless the property, and re-imburse themselves from such deposits as may be necessary.

5. In like manner provide for and pay the fire insurance premiums.

6. Grantees shall not sell or convey any of said property without the written consent of the grantors or grantor, as the case may be, provided, this shall not apply to mortgaging the property for any part of the present mortgage debt in refinancing, extending or reducing the same, and one such shall not exhaust this privilege but same to continue during the life of the grantors or survivor.

7. Conditions 2, 3, 4, 5 and 6 to be discharged upon the death of the survivor of the grantors herein, and thereupon the title shall become absolute in the grantees, their heirs and assigns.

8. Inasmuch as a large part of the present mortgage debt matures in less than three years, the grantees may desire to refinance such balance, In the event they shall be unable to borrow the money upon first mortgage security with conditions 2, 3, 4 and 5 of force, then, in order to enable them from time to time to secure such secured loan or loans, the above numbered conditions are hereby subordinated to such first mortgage lien, the intention being that nothing herein shall prevent at all times a good and valid first mortgage lien upon said property as long as any part of the debt now secured by first mortgage remains unpaid.

9. This deed is made on the condition that the grantees shall faithfully perform each and all the conditions herein contained on their part to be performed and any neglect or failure so to do shall forfeit the estate hereby conveyed and in such case this conveyance shall be null and void and the estate hereby conveyed shall revert to and immediately re-vest in the grantors or the survivor. And the grantor or the survivor as the case may be shall have the right of immediate re-entry upon said premises in the event of any such breach. Provided, however, that