

The State of South Carolina, }
COUNTY OF GREENVILLE.

Whereas: I, the undersigned, Mrs. Caroline C. Westmoreland, of the City of Greenville, said county and state, did on May 31st, 1929, for value, executed my certain promissory note and a mortgage securing the same, and covering the property hereinafter described, to Piedmont Savings and Trust Company, for the face amount of seventeen hundred (\$1,700.00) Dollars, and Whereas, on Sept. 5th, 1929, the said note and mortgage were duly assigned to First National Bank of Greenville, such assignment being duly recorded along with said mortgage, in Mortgage Book No. 208 page 21, office RMC for said county, and thereafter on Dec. 3d. 1931, the said note and mortgage were duly assigned to H. K. Osborne, the present owner and holder thereof, said assignment being also recorded in the same Mortgage Book and page above mentioned, and

Whereas; said note and mortgage are long past due and no part of said debt has been paid and I am unable to pay anything thereon, and the only source from which the said mortgagee (H.K. Osborne) can hope to obtain any money is through the sale of the mortgaged property, and Whereas, he has paid in taxes on said property \$137.69 and in fire insurance premiums, \$79.49, total \$217.18, which said mortgage likewise secures, and whereas, said mortgage obligations in my opinion are far in excess of the market value of the property, and of the amount which it would bring at foreclosure sale, and the said mortgagee is willing to accept a deed thereof from me, in satisfaction of the obligations and I ~~KNOW ALL MEN BY THESE PRESENTS, THAT~~ am desirous of saving him the unnecessary expense incident to a foreclosure sale, and satisfy said obligations by this deed, subject to the terms and provisions herein after set forth, now therefore:

KNOW ALL MEN BY THESE PRESENTS, THAT I, Caroline C. Westmoreland,

in consideration of the premises, as above set forth, and

~~in the State aforesaid~~

in consideration of the sum of One---

DOLLARS

to me

in hand paid, at and before the sealing of these presents by

the said H. K. Osborne,

~~in the State aforesaid,~~ (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 H. K. Osborne.

All that certain lot or parcel of land, situated in Ward 2, city of Greenville, said county and state, on the North side of East Avenue, and known and designated as lot No. 13 as is shown by Plat made by J. E. Serrine for Emela and Elizabeth E. Jones, recorded in the office of RMC for Greenville County in Plat Book E, at page 37 reference being craved to said Plat for a more particular description. Said lot has a frontage of 66 feet on East Avenue and a depth of 200 feet. This being the same property conveyed to Mrs. Caroline C. Westmoreland (grantor herein) by C. A. Murchison by deed dated Jan. 6th, 1922, recorded in office R.M.C. said County in Deed Book No. 73, page 396.

This conveyance is executed and accepted by the Grantee, subject to the following provisos: (1) That the mortgage hereinabove mentioned is not to merge in the title herein, but is to remain open and of full force for the protection of the grantee herein, his heirs and assigns as against any and all claims of any person which may for any reason or cause be set up against the property herein conveyed, or against the grantor, or her estate, or as against any claims of any persons who may for any cause or reason attack or question the validity, force or effect of this deed; it being understood that said mortgage shall be enforceable in full to the extent necessary to enable said grantee to recover the full amounts due him thereon, if for any reason it should become necessary to resort to the mortgage in order for grantee to fully protect his rights hereunder, all these provisions to operate fully in favor of grantee, and his heirs and assignees.

(2) I hereby reserve a life estate in the said property, during which period, I am to have full right to the possession, rents, profits and income therefrom. And during the said period, the said H. K. Osborne agrees to the foregoing by accepting this deed, and also agrees that he will pay all lawful taxes assessed against the said property; and will keep the house thereon insured in some reliable Insurance Company against loss by fire in any amount of not less than \$1500.00, and in case of loss or damage by fire, the proceeds of the insurance shall be used toward the repairs or reparation of the house.