

presented by us to H. K. Townes, Attorney, securing our note for Five Thousand Dollars (\$5000.00).

Mortgage is given for the balance of the purchase price for the store and fixtures in the store located on this land and for deed to said land with the understanding and agreement that the mortgagors herein are getting a clear title and there are no creditors against said business. It is understood, however, that H. K. Townes, Attorney holds a first mortgage given by us on this land. We are to pay to Mortgagee for five months of the taxes for the year 1949, after she pays the same.

The above described land is the same conveyed to us by Agnes O. Batson on the 25th day of July 1949 deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book Page

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

Agnes O. Batson, her

Heirs and Assigns forever.

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

And We, the said mortgagors, agree to insure the house and buildings on said land for not less than FIVE THOUSAND & NO/100 - - - - - 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 We 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 this 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 We the said mortgagors, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or 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.