

## REAL ESTATE MORTGAGE

STATE OF SOUTH CAROLINA, }  
 COUNTY OF GREENVILLE } ss.

TO ALL WHOM THESE PRESENTS MAY CONCERN: The undersigned Philip B. McMahan and Bertha L. McMahan of Greenville, S. C., hereinafter called the mortgagor, send(s) greetings:

WHEREAS, the mortgagor is well and truly indebted unto The Cotwool Manufacturing Corporation, a corporation organized and existing under the laws of Delaware, hereinafter called the mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of

Three Thousand and Thirty-Five dollars (\$ 3035.00 ), with interest from date at the rate of six per centum (6%) per annum until paid, computed monthly on the unpaid balance of said principal sum until paid in full; said principal and interest being payable in monthly installments of \$ 29.62 each commencing on the 1st day of June, 1950 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of May 1962 and provided further that the whole or any part of said principal sum may be anticipated and paid without penalty at any time prior to such final due date.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the mortgagee according to the terms and conditions of said note and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being in Judson Mills Village, Greenville County, South Carolina, and being known and designated as Lot No. 3, of Block 12, according to a plat of said Block made by Piedmont Engineering Service, Greenville, S. C., dated April 11, 1950, plats of Blocks 7, 8, 9, 10, 11, 12, 13 and 14 being recorded in the R.M.C. Office for Greenville County, S. C., respectively, in Plat Book X, at pages 143-157, inclusive. The lot above described and herein conveyed fronts on Second ~~Street~~ (Avenue) approximately 79.85 feet.

This is the identical property this day conveyed to the Mortgagor by The Cotwool Manufacturing Corporation by its deed contemporaneously delivered and to be contemporaneously recorded with this mortgage in the R.M.C. office for Greenville County, S. C.

This mortgage is given to secure the credit portion of the purchase price of the within described property.

Subject, however, to all the reservations, exceptions, conditions, restrictions and limitations set forth in said deed to the Mortgagor.

Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever; subject, however, to the reservations, exceptions, conditions, restrictions and limitations herein above referred to. And subject to said reservations, exceptions, restrictions and limitations the Mortgagor hereby binds himself, his heirs, devisees, executors and administrators to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns from and against the Mortgagor, his heirs, devisees, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed that in addition to and at the time of payment of the monthly installments of principal and interest as stipulated above the Mortgagor shall pay over to the Mortgagee, until said note be paid in full, an amount equal to 1/12th (or one month's prorata portion if less than 12 months will expire before due) of the annual fire and windstorm insurance premiums, and taxes (all as estimated by the Mortgagee) next due on or in connection with said premises plus the amount of any other assessments or other charges hereafter imposed on or against said premises on demand of the mortgagee; provided, however, that if an adjustment in the amount of said monthly payments for insurance premiums and taxes becomes necessary in order to meet the same before they become delinquent, the Mortgagee is hereby authorized to make such adjustments and the Mortgagor shall thereafter pay such adjusted amount each month until further adjustment be made; and provided further that the Mortgagee shall hold said payments in trust to pay such insurance premiums and taxes annually before the same become delinquent; and in the event of the foreclosure of this mortgage any of said funds in the hands of the Mortgagee on the date of filing complaint for such foreclosure shall be applied (first to interest and then to principal) on the indebtedness then due under said note; and upon payment in full of said indebtedness any balance of said funds in the hands of the Mortgagee shall be surrendered to the Mortgagor, his executors, administrators, heirs, devisees or assigns. Upon failure of the Mortgagor to pay to the Mortgagee the necessary amount to meet said taxes and insurance premiums or any other assessments of charges hereafter imposed on or against said premises when due, the Mortgagee may advance the funds to pay the same and all sums so advanced, with interest thereon from date of advancement at the rate of six (6) per centum per annum until repaid, shall stand secured by this mortgage.

And upon breach of or default in any of the terms, conditions or agreements of this mortgage or of the note hereby secured, the Mortgagee, its successors or assigns may at its option declare the entire unpaid balance immediately due and payable and proceed to collect the same, together with all costs of collection including an attorney's fee of ten (10) per centum which shall stand secured hereby, by the foreclosure of this mortgage and sale of the premises above described.

And the Mortgagor hereby assigns to the Mortgagee, its successor or assigns all the rents, issues and profits of said premises from and after the breach of, or default in any of the terms, conditions or covenants hereof or of said note; and any judge of the circuit court of said State, at Chambers or otherwise, and upon ex parte proceedings, or otherwise, may appoint a receiver, with authority to take possession of said premises to collect said rents, issues and profits and apply the net proceeds so collected (after paying costs of collection) upon said principal, interest, insurance premiums, taxes or other legal assessments, costs or expenses, without liability to account for anything more than the rents issues and profits actually collected, less said costs.

No assumption of payment of the indebtedness secured by this mortgage, except by the original Mortgagor named herein, his heirs, devisees, administrators or executors, shall be permitted or procured without the consent in writing of the Mortgagee, its successors or assigns.

PROVIDED ALWAYS, NEVERTHELESS, that it is the true intent and meaning of the parties to these presents that if the Mortgagor shall well and truly pay or cause to be paid to the Mortgagee, its attorneys, successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the aforesaid note and the conditions thereof, then the estate hereby granted shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

And it is further agreed by and between said parties that the mortgagor shall hold and enjoy possession of said premises until default of payment shall be made.

The covenants herein contained shall bind and the benefits and advantages shall inure to the Mortgagor, his heirs, devisees, executors, administrators and assigns and to the Mortgagee, its successors and assigns respectively.

Where required for clarity of context the masculine gender as used herein shall also include and denote the feminine gender and the singular number shall also include and denote the plural number.

*Paid satisfied and cancelled  
 this 27th day of Jan., 1958.*

*The Cotwool Manufacturing Corp.*

*Wit: Sybil C. Lichen and Jean  
 By: R. B. Collett*

*30 Jan 58  
 Ollie Farnsworth  
 2:10 P. 2408*