

Georgia Hall County,

This Indenture, made this tenth day of July in the year of our Lord One thousand Nine Hundred and thirty four between S. W. Darnell of the County of Hall and State of Georgia, party of the first part, and The Citizens Bank of Hall County, Georgia, party of the second part,

Witnesseth: That said party of the first part, for and in consideration of the sum of One Dollar and other valuable consideration Dollars in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said party of the second part, its successors and assigns, all that tract and parcel of land situated, lying and being in Ward 4 of the City of Greenville, State of South Carolina, and County of Greenville, known as lot No. 9 on plat of Oaklawn Heights, on the South side of Webster Street, and being described as follows: Beginning at a point on Webster Street corner of lots Nos. 8 and 9 and running thence S. 34-50 W. 23.1 ft. to a point; thence S. 64-34 E. 65 ft. to a point; thence N. 54-50 E. 126.65 ft. to a point on Webster Street; thence N. 86-49 W. with Webster St. 65 ft. to the beginning corner)

As a part consideration of this conveyance the grantee herein assumes as a lien against the property herein described the balance due on a \$2000.00 mortgage, dated Aug. 4, 1927, and recorded in office of Register Deane Conveyance, Greenville Co. S. C. in Vol. 134, at page 57, but does not assume any personal liability therefor. The balance due on said mortgage as of the date of this deed is \$1000.00. (One Thousand Dollars) The above property deeded to S. W. Darnell by W. A. Meadors, 11-24-30.

To Have and to hold the said bargained tract, or parcel of land, together with all and singular the rights, members and appurtenances thereto being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever in fee simple.

And the said party of the first part, for himself, his heirs, executors and administrators, warrants and will forever defend the right and title to the above described tract or parcel of land unto the said party of the second part, its successors and assigns; against the said party of the first part his heirs, executors and administrators, and against the claims of all persons whomsoever.

This deed is made to secure the payment of a debt, pursuant to the laws of Georgia in such case made and provided, or any renewal of said debt, or any part thereof, and is security for the obligation hereinafter described as well as any other obligations which may exist between the parties hereto until this deed is cancelled or recorded. The obligations between the parties hereto is evidenced by Note No. 1874.

Should the above described note or any renewal thereof, and the interest thereon, be paid according to the tenor and effect thereof when the same shall become due and payable, and should the said party of the first part well and truly keep and perform all and singular the covenants, conditions, stipulations and agreements herein contained for the said party of the first part to keep and perform, then this deed shall be cancelled and surrendered in accordance with Section 3309 of the Civil Code of Georgia, of 1910; it being intended by the parties hereto that this instrument shall operate as a deed and not as a mortgage.

It is understood and agreed between the parties hereto that the said party of the first part, is to keep the buildings erected, or hereafter erected, on the above described tract of land insured in some solvent insurance Company, subject to the approval of said party of the second part, against loss or damage by fire for an amount not less than _____ Dollars, with loss, if any, payable to said party of the second part, its representatives or assigns. It is further understood and agreed, that said party of the first part is to pay all taxes and assessments that may accrue against said above described property before the same become delinquent. And should the said party of the first part fail to keep said property insured as above provided or fail to pay said taxes and assessments, as above provided, said party of the second part, or any one representing such second party, or the assigns of said second party, may insure said property, or pay said taxes and assessments and any amount so paid for insurance or taxes and assessments shall become a part of the principal sum secured to be paid by this Deed, and shall bear interest at the rate of eight per cent per annum from date of such payment until repaid.

It is further understood and agreed between the parties hereto, that should said second party, or any one representing said second party, or should the assigns of second party, pay any amount for insurance, taxes or assessments, as above provided, and the same should not be repaid within thirty days from the date of such payments, without notice; then, in either event--that is, default upon an interest payment or failure to repay any amount paid by second party, the representatives or said second party or his assigns, for insurance or taxes or assessments, as above provided--the entire principal sum hereby secured to be paid shall immediately become due and collectible at the option of said party of the second part its successors or assigns, time being the essence of this contract.

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