

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

Whereas I, S.H. Hendrix, of Greenville, South Carolina

of the County of Greenville in the State aforesaid (hereinafter referred to as the "mortgagor") in and by his certain promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing, of even date herewith, is well and truly indebted to HOME BUILDING AND LOAN ASSOCIATION (hereinafter referred to as the "mortgagee"), which said mortgagor hereby admits to be a corporation duly chartered under the laws of said State and having its principal place of business at Greenville, in said County and State, in the full and just sum of Four thousand and no/100

dollars (\$ 4000.00), to be paid on or before the date when the tenth series of the capital stock of said mortgagee shall reach maturity, with interest thereon from this date at the rate of eight percent per annum, payable monthly on or before the first Tuesday of each and every month

until paid in full; past due interest to bear interest at same rate as principal; both principal and interest to be paid in United States gold coin of the present standards of weight and fineness; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men, that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville

in Greenville Township, just outside of the City limits of the City of Greenville and being a portion of a subdivision known as "Overbrook" and being described by metes and bounds as: Beginning at an iron pipe on the North (or Northeastern) side of Chestnut Street two hundred four and four tenths feet from North Street, extended, and running thence along said Chestnut Street three hundred eighteen and six tenths feet to an iron pin corner of Lot number twenty-seven on plat of said "Overbrook" property, thence along the line of said lot twenty-seven North 32 degrees 41 min. West one hundred fifty-nine feet to an iron pin; thence South 57 degrees 19 min. West two hundred one and six-tenths feet to the beginning corner. The said lot of land conveyed herein being known and designated as Lot number twenty-four according to plat of the "Overbrook" property as made by H. Olin Jones September 17, 1913, which plat is recorded in the office of the Register of Mesne Conveyances for Greenville County. This being the same lot of land heretofore conveyed to S.H. Hendrix by deed of T.F. Hunt, dated April 1, 1920, and recorded in Volume 63, at page 428 in said R.M.C. Office, reference to which deed is hereby made.

State of South Carolina, County of Greenville. For value received and in order that the within mentioned loan of money may be procured, I, T.F. Hunt, do hereby expressly release the tract or lot of land described herein from the lien of a certain mortgage executed thereon by S.H. Hendrix to T.F. Hunt, dated Apr. 1st, 1920 for \$1000.00 and of record in the R.M.C. Office in Book 84, at page 94, so that the mortgage herein to Home Building and Loan Association shall be a first mortgage on said property and the mortgage to T.F. Hunt shall be junior and second thereto. Except as to the waiver of priority in favor of mortgage to Home Building and Loan Assn. the mortgage to me shall remain in full force. Said note and mortgage have never been assigned or pledged by me and I am the legal holder and owner of same.

Witness my hand and seal this 4th, day of January A.D. 1923. Signed, sealed and delivered in the presence of: H.L. Todd, W.D. Browning. T.F. Hunt (Seal)

State of South Carolina, County of Greenville. Personally appeared before me H.L. Todd and made oath that he saw the within named T.F. Hunt sign, seal and as his own act and deed deliver the within written instrument, and he with W.D. Browning witnessed the execution and delivery thereof. Sworn to and subscribed before me this 4, day of January A.D. 1923. W.D. Browning - Notary Public for S.C. H.L. Todd.

being the same land conveyed to said mortgagor by on 192, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for Greenville County, S. C., in Deed 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 mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals.

And said mortgagor hereby covenants and agrees with said mortgagee as follows: (1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder. (2) That said mortgagor shall keep all buildings and improvements now or hereafter on said premises in the best of condition and shall not remove, demolish or alter any such building or cut any timber without written consent of said mortgagee and shall not commit or permit waste or injury impairing the value of the premises as security for said debt; and in case of impairment, of which said mortgagee shall judge, said mortgagor hereby agrees to make, immediately upon demand, such repairs as said mortgagee may consider necessary to protect his interests; and upon default, said mortgagee may enter upon said premises and make the same.