

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

Whereas *E. L. Stallings and J. W. Johnson*

of the County of *Spartanburg* 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 *Eight thousand and 00/100*

dollars (\$ *8,000.00*), to be paid on or before the date when the *ten* series of the capital stock of said mortgagee shall reach maturity, with interest thereon from this date at the rate of *Eight* per cent. per annum, payable *monthly on or before the first day 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 *in the Fourth Ward of the City of Greenville*, having the following metes and bounds, to-wit:— Beginning at a stake on the South side of Webster Street one hundred (100) feet westward from Boyce Street and on the North-west corner of Lot No. 1 on the plat hereinafter referred to (said lot No. 1 now belonging to George E. Jordan), and running thence along said Webster Street N. 71 degrees W. ninety-five (95) feet to a stake one foot Eastward from the corner of lot No. 3 on said plat; thence S. 19 degrees W. (parallel with the East boundary line of said lot No. 3, and at all points one foot Eastward from said boundary line and from the prolongation thereof if the same were extended) one hundred and twenty-two (122) feet to a stake on the right of way of Charleston and Western Carolina Railway; said right of way being eleven (11) feet from the center of the track of said Railway; thence along said right of way (and at all points eleven feet from the center of said track) S. 79 degrees E. one hundred and three and six-tenths (103.6) feet to a stake on the South-west corner of said lot No. 1 belonging to Geo. E. Jordan; thence along the Jordan line N. 19 degrees E. ninety (90) feet to the beginning corner; this being a portion of the land in which Geo. E. Jordan conveyed to said grantor his undivided interest by deed dated February 21, 1920, and recorded in the office of the Register of Mesne Conveyances for Greenville County, State of South Carolina, in deed Book 61, at page 10.

It is the intention of said grantor to sell to said purchasers all of Lot No. 2 of the Warehouse property of Hudson and Jordan as shown on the plat thereof made by William D. Neves dated December 10, 1917, except a strip one foot in width along the Western side of said lot, and running back from said Webster Street one hundred and twenty-two (122) feet to the right of way of Charleston and Western Carolina Railway; which strip, one foot in width as aforesaid, is not sold to said purchasers, but is reserved by said grantor; Together with all the rights privileges and easements conveyed to E.L. Stallings and J.W. Johnson by deed of W. Austin Hudson dated January 13, 1923, and not yet recorded, which deed also describes the lot of land herein mortgaged.

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.

See another Deed to this mortgage, see mortgage Book 50 page 114.