

STATE OF SOUTH CAROLINA,

Laurens
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Hyman Lury, of Laurens, S. C. SEND GREETING:
WHEREAS, I the said Hyman Lury

am well and truly indebted to Joe M. Stokes of Fountain Inn, S. C., in the sum of seventeen hundred fifty dollars with interest from date at the rate of six per centum per annum, payable in the following installments: - Seven hundred fifty dollars and interest six months after date, One thousand dollars and interest twelve months after date, with privilege of anticipating payment; and two per centum on the amount due as attorney's fees in the event of collection by suit or by attorney; with an agreement that in the event of failure to pay any installment when due the entire amount may be declared due and payable at the option of the holder of said note, as is and by the same

Paid the 11th Joe

reference being thereunto will more fully appear

NOW, KNOW ALL MEN, That I the said Hyman Lury

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

Joe M. Stokes according to the terms of the said note or renewal thereof and also in consideration of

the further sum of three dollars to me the said Hyman Lury

in hand well and truly paid by the said Joe M. Stokes

at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have Granted, Bargained, Sold and Released, and by these Presents do Grant, Bargain, Sell and Release, unto the said Joe M. Stokes

Mr. Stokes

see

All that lot, piece or parcel of land, with brick Store Building thereon, lying being and situate in the town of Fountain Inn, in the County of Greenville, in the State of South Carolina, fronting twenty four feet more or less on East side of Main Street and running back therefrom by parallel lines eighty feet, and bounded on the north by lot now or formerly of B. C. Gray, on the East by Main Street, on the South by lot now or formerly of B. C. and Carl Diven and on the West by lot of the mortgagee, known as the Warehouse.

This mortgage and the note secured hereby are given for the balance due on the purchase money of said lot, which has this day been conveyed to me by the said Joe M. Stokes.

It is understood and agreed that this mortgage shall secure the payment of any renewals or extensions of the indebtedness secured hereby, or any portion thereof from time to time made.

And it is agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event, the said mortgage, his successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expense attending such proceedings and the execution of the said trust as Receiver, shall apply the residue of said rents and profits toward the payment of the debt secured hereby.

And it is further agreed, by and between the said parties, that should legal proceeding be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney-at-law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, or assigns including a reasonable counsel fee (if not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

RECORDED AND INDEXED BY
DAY OF FEBRUARY 1930
REC. FIVE E. GREENVILLE COUNTY S. C.