

STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. B. Ricketts in and by my said

*Paid in full
Notified
Cancelled April 9, 1940
J. B. Ricketts Lucia Jones*

WHEREAS, I, J. B. Ricketts in and by my said certain bond or obligation, bearing date of April, A. D. 1937, stand firmly held and paid unto William Elliott & Robert Gage as Receivers of Peoples State Bank of South Carolina, in the penal sum of Six Thousand Dollars (\$6000.00) conditioned for the payment of the full and just sum of Three Thousand (\$3000.00) payable in three equal, annual installments of \$1000.00 each one, two and three years after date, with interest from date for the balance remaining unpaid at the rate of six per cent per annum payable semi-annually, with privilege to the mortgagor of anticipating payment in whole or in part at any time and with privilege to the mortgagee of declaring the entire amount due and payable and to foreclose for same if any installment hereunder shall be more than thirty days past due and unpaid, as in and by the said bond and condition thereof,

reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, J. B. Ricketts, for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said William Elliott & Robert Gage, Receivers as aforesaid according to the condition of the said bond

and also in consideration of the further sum of Three Dollars to me the said J. B. Ricketts in hand well and truly paid by the said William Elliott & Robert Gage, Receivers as aforesaid 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 William Elliott & Robert Gage, Receivers,

All that certain lot of land in the City of Greenville on Townes Street, known and designated as Lot No. 10 on plat of Townes Street, property of W. C. Cleveland, plat recorded in Plat Book of Cleveland and Williams and more particularly described as follows: Beginning at a point on Townes Street, corner of Neal Street, and running thence along Townes Street N. 216.68 feet to corner of Lot No. 11; thence along line of that lot N. 76 N. 147.6 feet to a point on a ten-foot alley; thence along said alley S. 14 N. 67.5 feet to a point on Neal Street; thence along Neal Street S. 76 E. 189 feet to initial corner, being the same lot of land heretofore conveyed to Farmers and Merchants Bank by deed of E. Frman, Master, dated June 29, 1928, and recorded in R. M. C. Office for Greenville County in Vol. 140, page 87, reference to which is hereby made as a part of this description. Being the same property this day conveyed to me by the Receivers of Peoples State Bank and this mortgage being given to secure a portion of the purchase price thereof.

And it is agreed, by and between the said parties, that the said mortgagor, heirs, executors or administrators, shall and will forthwith insure the house and building on said lot and keep the same insured from loss or damage by fire in the sum of Three Thousand Dollars, and assign the policy of insurance to the said William Elliott & Robert Gage as Receivers or assigns, and in case he, or they shall at any time neglect or fail so to do, then the said or assigns, may cause the same to be insured in his own name and reimburse for the premium and expenses of such insurance, under the mortgage.

And it is agreed, by and between the said parties in case of default in any of the payments of interest or principal as herein provided, for the whole amount of the debt secured by this mortgage shall become due and payable at once.

And it is further agreed, that said mortgagor his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagor shall so elect.

And it is agreed, by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorney's fee, which shall be secured by this mortgage, and shall be included in judgment of foreclosure.

In Assignment to this mortgage, see R. C. M. Book 276, Page 37.

RECEIVED BY THE CLERK OF THE SUPERIOR COURT OF GREENVILLE COUNTY, SOUTH CAROLINA, ON APRIL 9, 1937.