Form 2

WALKER, EVANS & COBBWELL CO., CHARLESTON, S. C. 12234

STATE OF SOUTH CAROLINA,

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

H. B. Massingale

hereinafter spoken of as the Mortgagor.... send greeting.

WHEREAS, H. B. Massingale

justly indebted to the ~~METROPOLITAN LIFE INSURANCE COMPANY~~, a corporation organized and existing under the laws of the ~~State of New York~~, hereinafter spoken of as the Mortgagee, in the sum of Six Thousand and no/100 Dollars ($6,000.00), lawful money of the United States of America, secured to be paid by my certain bond or obligation, bearing even date herewith, conditioned for payment at the ~~principal office of the said METROPOLITAN LIFE INSURANCE COMPANY, in the Borough of Manhattan~~, in the City of Greenville and ~~State of New York~~, South Carolina of the sum of Six Thousand Six Hundred and 90/100 Dollars, ($6,680.90), on the 1st day of January in the year one thousand nine hundred and twenty-five

and also interest upon said principal sum to be computed from the day of the date hereof, at and after the rate of 6½ per centum per annum

payable semi-annually on the first days of every October and April from and after the date hereof until the aforesaid principal sum shall be fully paid, said principal and interest to be paid at the place of payment and net to the obligee, it being hereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

NOW KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

In the City of Greenville, County of Greenville, State of South Carolina and being known and designated as Lot No. 8 on plat recorded in the R.M.C. Office for Greenville County in Vol. ZZ at page 432 on River Street and having the following metes and bounds, to-wit: Beginning at an iron pin, corner of lot No. 9, 59.6 feet from Rhett Street; thence N. 76-15 E. 155 feet to line of lot No. 10; thence N. 2-20 E. 44 feet to iron pin, corner of Lot No. 7; thence S. 82-45 W. 151.4 feet to an iron pin on River Street; thence with said Street S. 2-20 W. 60.6 feet to the beginning corner.

--or if, the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted and within sixty days after notice by the mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

--And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said The Woodside National Bank, its successors and assigns, from and against me and my heirs, executors, administrators, successors and assigns and every other person whomsoever lawfully claiming or to claim the same or any part thereof.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor.... in and to said premises.

AND IT IS COVENANTED AND AGREED, by and between the parties hereto, that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, That if the said Mortgagor...., his heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the sum of money mentioned in the condition of the said bond or condition, and the interest thereon, at the time and in the manner therein specified, then these prsents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives, or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceedings being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are