

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, L. S. Bomar
WHEREAS, I, L. S. Bomar the said L. S. Bomar SEND GREETING:

in and by my certain promissory note, in writing, of even date with these presents, and well and truly indebted to AMERICAN BUILDING AND LOAN ASSOCIATION, OF GREENVILLE, S. C., in the full and just sum of Two Thousand, Eight Hundred + no/100

(\$2,800.00) Dollars, with interest at the rate of six (6%) per centum per annum, to be repaid in installments of Twenty Eight and no/100

(\$28.00) Dollars upon the first day of each and every calendar month hereafter until the full principal sum, with interest, has been paid; said monthly payments shall be applied first to the payment of interest, computed monthly on the unpaid balance, and then to the payment of principal; said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty (30) days, or failure to comply with any of the By-Laws of said Association, or any of the stipulations of this mortgage, the whole amount due under said note shall, at the option of the holder thereof, become immediately due and payable, who may sue thereon and foreclose this mortgage; said note further providing for a reasonable attorney's fee, besides all costs and expenses of collection, to be added to the amount due on said note, and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by said note, reference being thereunto had, with more fully appearing.

NOW, KNOW ALL MEN, That L. S. Bomar the said L. S. Bomar

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said AMERICAN BUILDING ASSOCIATION, OF GREENVILLE, S. C., according to the terms of said note, and also in consideration of the further sum of Three Dollars to me

the said L. S. Bomar

in hand well and truly paid by the said AMERICAN BUILDING AND LOAN ASSOCIATION, OF GREENVILLE, S. C., at and before the signing 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 AMERICAN BUILDING AND LOAN ASSOCIATION, OF GREENVILLE, S. C., the following described property, to-wit:

"All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

and in ward 6 of the City of Greenville, and having the following metes and bounds, to-wit:

Beginning at an iron pin on Fairview Avenue (formerly known as Gibson street), corner of Lot no. 6 on J. W. Ross' plat and running thence N. 85-0 W. 165 feet to an iron pipe; thence S. 33-3 E. 69.66 feet to an iron pipe corner of Lot no. 5; thence along the line of Lot no. 5 S. 85-0 E. 165 feet to an iron pipe on Fairview Avenue; thence along Fairview Avenue, S. 33-3 W. 69.66 feet to the beginning corner, and being Lot no. 6 on plat of the Charlotte M. Goldsmith Property made by R. E. Dalton Engr. March, 1922 said plat being recorded in the office of the R. M. C. for Greenville County, in Plat Book F, page 47."

This lot was conveyed to me by Charlotte M. Goldsmith March 28, 1927 by deed recorded in the R. M. C. office for Greenville County, in Vol. 89, page 289, which deed contains the following easement:

It is agreed, and which is a part of the consideration herein that I am to retain a right-of-way for the water line that runs along the southern line of the said lot from Hallett street to the said new street Gibson street, and that the proper authorities shall have the right at all times to make such repairs or alterations to said pipe without being interfered with by said Bomar, his successors or assigns, and that said authorities shall not be liable for any damages that may be caused by such repairs, or by said water line."