

## MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, Mildred P. Adams, of Spartanburg, S. C.  
 SEND GREETING:

Whereas, I the said Mildred P. Adams in and by my certain note or obligation, bearing date the 15th day of April, A. D. 1938, stand firmly held and bound unto Mrs. Mattie Caldwell in the sum of SEVENTY-SEVEN (\$77.00) Dollars, conditioned for the payment of the full and just sum of Seventy-seven (\$77.00) Dollars, which note is given and accepted in full settlement of rent on premises, occupied by me and J. Arthur Adams, to May 4, 1938, 126 Branch Street in the City of Spartanburg, as in and by the said note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said Mildred P. Adams in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mrs. Mattie Caldwell, according to the condition of the said note, and also in consideration of the further sum of THREE DOLLARS, to me the said Mildred P. Adams in hand well and truly paid by the said Mrs. Mattie Caldwell at and before the sealing and delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mrs. Mattie Caldwell:

All that certain lot of land, with the improvements thereon, just outside the City limits of Greenville, said County and State, and being the southern half of Lot #23 on Plat of C.F. Rodgers, Surveyor, of property known as "Richland Hill", recorded in the R.M.C. Office in Plat Book C at page 99, and having the following courses and distances:

Beginning at iron pin on Mt. Zion Avenue 48 feet from intersection on said Avenue and Church Street, and running thence N. 86 W. 110 feet to a pin on ten-foot alley on Richland Creek; thence along said alley 25 feet to a pin on said alley; thence 111 feet to a pin on Mt. Zion Avenue; thence along said Avenue S. 32 W. 24 feet to the beginning corner. This being the same property conveyed to me by J. Arthur Adams by deed dated February 22, 1936, to be herewith recorded.

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 Mrs. Mattie Caldwell, her x and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Mrs. Mattie Caldwell, her x and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor x 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 in the sum of x Dollars, and assign the policy of insurance to the said x or assigns. And in case he or they shall at any time neglect or fail so to do, then, the said x or assigns, may cause the same to be insured in x own name, and reimburse x 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 her 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 mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said Mildred P. Adams do and shall well and truly pay, or cause to be paid unto the said Mrs. Mattie Caldwell the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition thereunder written, then this deed of bargain and sale <sup>shall</sup> cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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.

WITNESS my Hand and Seal this 15th day of April in the year of our Lord one thousand nine hundred and thirty-eight and in the one hundred and sixty-second year of the Sovereignty and Independence of the United States of America.

(OVER)