

STATE OF SOUTH CAROLINA, )SS:  
COUNTY OF GREENVILLE. )

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GEORGE R. KOESTER, JR. of Greenville County, S. C., hereinafter called the mortgagor, send (s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto CITIZENS BANK, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Eighteen Hundred and <sup>41/2</sup> no 100 Dollars (\$1800.00) with interest from date at the rate of <sup>4 1/2</sup> five per centum (5%) per annum on the unpaid balance until paid, principal and interest being payable at the office of Citizens Bank at Fountain Inn, S. C. in or at such other place as the holder hereof may designated in writing, in (monthly) installments of <sup>Shuteen + 77/100</sup> Fourteen and <sup>13/100</sup> 100 Dollars (\$14.13), commencing on the first day of January, 1940, and a like amount on the first day of each month, in each year thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of December, 1954.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville, State of South Carolina

All that certain piece, parcel or tract of land with the buildings and improvements thereon situate, lying and being in Bates Township, Greenville County, State of South Carolina, on Mill Road near Bellview and having the following metes and bounds, to-wit:-

BEGINNING at a stake in the Mill Road, corner of property belonging to Kelly, and running thence along said Mill Road in a northwesterly direction 39.6 chains to a stake; thence still with said Road S. 84 W. 3.24 chains to a stake; thence S. 3 1/2 E. 25.40 chains to a chestnut (dead and down); thence S. 14 1/2 E. 9.92 chains to a stone; thence N. 47 E. 20.75 chains to the beginning corner, containing 38.35 acres, more or less, and being the same tract of land conveyed to the mortgagor herein by Eleanor P. Koester by deed to be recorded simultaneously herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures, and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more (annual) (semi-annual) (monthly) payments on principal that are next due, on any periodic payment date; provided, however, that written notice of intention to exercise such privilege is given at least thirty (30) days prior to prepayment. In the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor, or endorser, agree to be jointly and severally bound to pay to the holder hereof an adjusted premium charge of one per centum (1%) of the original principal amount of the debt evidenced thereby, provided that in no event shall the adjusted premium charge exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to The Federal Housing Administrator on account of mortgage insurance; provided, however, that the liability of any party herein to pay the above-mentioned adjusted premium charge shall be, in any event, subject to the exceptions contained in the Regulations of the Federal Housing Administration in force on the date this instrument is executed.

2. That, together with, and in addition to, the (annual) (semi-annual) (monthly) payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Mortgagee until the said <sup>note</sup> is fully paid, the following sums:

REGISTERED INSTRUMENTS  
RECORDED  
11/24/40  
11318