

MORTGAGE OF REAL ESTATE

WALKER, FRANK A. CORNELL CO., CHARLESTON, S. C. 14500-2-12-40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

THIS INDENTURE made this 29th day of November, 1940, by and between ROY A. BOWEN, of Greenville, South Carolina, Mortgagor, and the HOME OWNERS' LOAN CORPORATION, A corporate instrumentality of the United States of America, Mortgagee:

W I T N E S S E T H :

THAT WHEREAS, on the 30th day of October, 1933, Roy A. Bowen did execute his promissory note in favor of the Home Owners' Loan Corporation in the original principal sum of \$5841.25, and the said Roy A. Bowen did on said date execute a mortgage in favor of the Home Owners' Loan Corporation securing the prompt payment of the indebtedness described in said note, which said mortgage is recorded in Book of Mortgages 248, at page 11, in the office of the R. M. C., Greenville County, South Carolina, reference to which is hereby made; and

WHEREAS, the Home Owners' Loan Corporation is now the owner and holder of the note and mortgage aforementioned; and

WHEREAS, the Mortgagor has requested the Mortgagee to release from the operation of the lien of said mortgage a part of the property therein described, and which property has been released from the operation of the lien of said mortgage by release dated the 19th day of October, 1940, and delivered to the said Roy A. Bowen simultaneously with the delivery of this supplemental agreement to the said Home Owners' Loan Corporation, reference to which release is hereby made for a description of the property released from the operation of the lien of said mortgage; and

WHEREAS, the said Mortgagor has acquired by deed from A. B. Green the property hereinafter described, and which said property the said Mortgagor has agreed to convey to the said Mortgagee in consideration of the execution and delivery of the partial release hereinabove mentioned by the said Mortgagee to the said Mortgagor; NOW

THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of the premises and the sum of ONE DOLLAR (\$1.00) in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, the said Mortgagor has granted, bargained, sold and released in fee simple, and by these presents does grant, bargain, sell and release in fee simple unto the Mortgagee, its successors and assigns, the following described real estate, to-wit:-

All that certain triangular piece, parcel or lot of land, with the improvements thereon or to be erected thereon, situate, lying and being in Butler Township, in the County of Greenville, in the State of South Carolina, containing .57 acres, more or less, and having the following metes and bounds, to-wit: Beginning at the intersection of the East boundary line of the road that leads from McCarter's Shop to Paris Station with the Southeasterly boundary line of the Super Highway, said point being in the North boundary line of the property of Roy A. Bowen and the Southwest corner of that part of the property of A. B. Green fronting on the Super Highway, thence North 89° 7' East along the North boundary line of the property of Roy A. Bowen 318.6 feet, thence North 47° 29' West 230.4 feet to a point in the Southeast boundary line of Super Highway, thence South 42° 31' West 220 feet along the Southeast boundary line of Super Highway to the place and point of beginning.

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 Mortgagee, its successors and assigns forever, and the Mortgagor does hereby bind himself, his heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the Mortgagee, its successors and assigns from and against the Mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim any part thereof.

IT IS UNDERSTOOD AND AGREED that the purpose of this instrument is to subject the hereinabove described triangular tract of land to the lien of that certain mortgage executed by said Mortgagor to the said Mortgagee first above mentioned and to impose upon the parties hereto all the rights, duties, obligations and liabilities provided in said instrument as to the property hereinabove described. It is understood and agreed that all of the parties to the mortgage recorded in Book 248, page 11, aforementioned, shall have the same duties, rights and obligations in respect to the property hereinabove described as they would have had if said property had been originally described in the said mortgage. It is further understood and agreed that no condition, recital or stipulation herein contained shall have the effect of amending, modifying, extending or releasing any covenant, provision or condition in said mortgage contained, or of releasing the land therein described from the lien of said mortgage, except such lands as are released by the partial release delivered by the Mortgagee to the Mortgagor simultaneously herewith and referred to above, it being the purpose and intent of these presents to grant unto the Mortgagee a lien on the property herein described as additional security and in lieu of the property released simultaneously herewith as