

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CORSEWELL CO., CHARLESTON, S. C. 14888-2-12-40

HOLC Form R-61

HOME OWNER'S LOAN CORPORATION

RECEIVED

Revised 3-4-40

Reconditioning Division

Nov. 25, 1940

LIEN FOR RECONDITIONING

Loan No. 38-3-A-771

(Amortized Instrument)

SI or SC No. -----

For value received, the undersigned, owners of the real property located at 6 Montgomery Ave., Greenville, S. C. (City & State) on which the Home Owner's Loan Corporation (hereinafter referred to as the Corporation) holds a first lien, recorded in Book 257 Page 14 of Mortgages of Greenville, State of South Carolina, which property is fully described in (County or Parish) - such first lien instrument, hereby promise and agree to pay to the Corporation the sum of Eighty-one & 50/100 Dollars (\$81.50), which said sum, with interest thereon as herein provided; the undersigned bind and obligate themselves to pay as hereinafter provided.

It is understood and agreed that the said sum has been advanced to preserve and protect the improvements on the premises as provided under the terms and provisions of the said first lien instrument now held by the Corporation, and the amount of said advance, with interest thereon as herein provided, is fully secured by said instrument and subject to all the covenants and provisions applicable thereto. However, if the first lien instrument aforesaid does not secure the amount of said advance, then the undersigned hereby convey, give and grant to the Corporation, its successors or assigns, an additional valid lien on said property and improvements thereon to secure said sum, with interest thereon as herein provided, and said sum with such interest shall be repaid by the undersigned to the Corporation as is herein provided.

It is further understood and agreed that the said sum shall bear interest from the date of this instrument until repaid at the rate which the original loan secured by said first lien instrument bears.

It is further understood and agreed that if the said first lien instrument provides for the repayment of such advance, then said sum with interest as herein provided shall be repaid by the undersigned to the Corporation as is provided in such instrument. If the said first lien instrument does not provide for the repayment of such advance, then said sum with interest as herein provided shall be repaid by the undersigned to the Corporation on demand.

Unless and until the Corporation makes demand for the payment in full of the amount of such advance, with interest thereon as herein provided, the undersigned promise and agree to pay to the Corporation the sum of \$1.43 on the 3rd day of each month, beginning on the 3rd day of December, 1940 and continuing until the amount of such advance, with such interest, has been paid or until demand is made by the Corporation for the payment of the entire unpaid advance, with such interest.

The undersigned hereby acknowledge and agree that they do not have and will not assert or claim any defenses, offsets, counterclaims, or equities against the payment of the aforesaid sum, together with interest thereon as herein provided, or against the validity of the lien securing the same or the enforcement thereof.

This instrument shall bind the heirs, executors, administrators and assigns of the undersigned.

In Witness Whereof we have hereunto set our hands and seals this 3rd day of November, 1940.

Signed, witnessed and delivered

in the presence of:

C. F. Phillips

Roy Lee Monroe

Lucy Phillips (SEAL)

C. R. Phillips (SEAL) (Home Owners)

Virgil Phillips (SEAL)

(Spouse)

(Acknowledgment in Proper Form for the State when required)

R. D. Phillips (SEAL)

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE. )

Personally comes Wilma Pearce<sup>who</sup> being duly sworn, says that he saw the within named Lucy Phillips, Virgil Phillips, R. D. Phillips and C. R. Phillips sign, seal and as their act and deed, deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with Ruth Phillips witnessed the due execution and delivery thereof, and subscribed their names as witnesses thereto.

Sworn to before me this 11th day of December, 1940.

Wilma Pearce

Roy Lee Monroe (L.S.)

Notary Public for South Carolina

During the Pleasure

of the Governor.