

## MORTGAGE OF REAL ESTATE

WALKER, EMANS &amp; COSEWELL CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY COME:

We, J. B. Hewin and Agnes C. Hewin SEND GREETING.

WHEREAS, we the J. B. Hewin and Agnes C. Hewin am well and truly indebted to The Bank of Ware Shoals, a banking corporation under the laws of the State of South Carolina with an office at Ware Shoals, S. C. in the sum of Twenty four hundred and fifty (\$2450.00) Dollars and have given our note therefor of even date with these presents payable 15th day of April 1942 with interest after maturity at the rate of five per centum per annum till fully paid and ten per centum on the amount due as attorneys fees in the event of collection by suit or by attorney as in and by the said note, reference being thereto had will more fully appear.

NOW KNOW ALL MEN, That we the said J. B. Hewin and Agnes C. Hewin in consideration of the said debt and sum of money aforesaid, and for the better securing thereof, or any renewals thereof, to the said Bank of Ware Shoals, according to the terms of said note or renewals thereof and also in consideration of the further sum of Three Dollars to us, the said J. B. Hewin and Agnes C. Hewin in hand well and truly paid by the said Bank of Ware Shoals at and before the sealing and delivery 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 Bank of Ware Shoals,

All that lot, piece or parcel of land with improvements thereon lying, being and situate in the City of Greenville, in the County of Greenville in the State of South Carolina, located on Wilton St. and having the following courses and distances to-wit: Beginning at a stake on the East side of Wilton St. 150 feet from the Northeast corner of Wilton St. and Stone Ave. and running thence South 84 degrees 30 minutes East 131 feet along line of lot formerly owned by C. C. Good, thence North 5 degrees 30 minutes East 50 feet to line of lot formerly owned by Mountain City Land and Improvement Co., thence N. 84 degrees 30 minutes West 131 feet to a stake on Wilton St., thence with Wilton St. South 5 degrees 30 minutes West 50 feet to the beginning.

This is the identical lot of land conveyed to J. B. and Agnes C. Hewin by H. P. McGee as Trustee of the Estate of B. M. McGee deceased on the 11th of August 1934 by his deed duly recorded in the office of R. M. C. for Greenville County in deed book 167 at page 295.

It is understood and agreed that this mortgage shall secure the payment of any renewals or extensions of the indebtedness hereby secured or any portion thereof from time to time made.

TOGETHER with, 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 Bank of Ware Shoals its successors and Assigns forever, And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Bank of Ware Shoals, its successors, Heirs and Assigns, from and against ourselves and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said J. B. Hewin and Agnes Hewin agree to insure the house and buildings on said lot in the sum of not less than the full insurable value Dollars and keep the same insured from loss and damage by fire, and assign the policy of insurance to the said Bank of Ware Shoals and that in the event that the Mortgagors shall at any time fail to do so, then the said Bank of Ware Shoals may cause the same to be insured in their name and reimburse itself for the premium and expense of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event, the said Mortgage, successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expense attending such proceedings and the execution of the said trust as Receiver, shall apply the residue of said rents and profits toward the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an Attorney-at-law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if we the said J. B. Hewin and Agnes Hewin do and shall well and truly pay, or cause to be paid, unto the said Bank of Ware Shoals the said debt or sum of money aforesaid,