

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSEWELL CO., CHARLESTON, S. C. 14586-9-13-40

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WE JAMES P. MOORE AND DIAL F. SWEENEY SEND GREETING:

WHEREAS we the said James P. Moore and Dial F. Sweeney in and by our certain promissory note in writing jointly and severally promise to pay to the order of The South Carolina National Bank at its office in Greenville, S. C., the principal sum of Twenty-six hundred thirty-one and 60/100 (\$2631.60) dollars in installments as specified below with interest from maturity at the rate of seven per cent per annum, until paid, together with all costs of collection and ten per cent of the amount due as Attorneys fees, if necessary, to place the same in the hands of an attorney for collection.

the Debt hereby Secured is Paid Full and the Lien of this instrument is Satisfied this 19 44

We agree to pay said sum in monthly installments of Two Hundred Nineteen & 30/100 (\$219.30) Dollars each, on the 9th day of each month, commencing with the 9th day of March, 1942 and continuing for 11 consecutive months, and a final payment of Two Hundred Nineteen & 28/100 (\$219.28) Dollars on the 9th day of February, 1943. If any of said payments shall remain past due and unpaid for a period of fifteen days, for any reason whatsoever, we agree that a "late charge" of five cents for each \$1.00 of the payment in default shall be made and added to such monthly payment when actually paid; we further agree that should any payment remain past due for a period of fifteen days or longer, the holder hereof may at its option declare the entire amount hereof due and payable.

Each party hereto, whether maker, principal, surety, guarantor, endorser or in any other capacity, hereby, each for himself, waives presentment and demand, notice of dishonor, protest and notice of protest.

NOW KNOW ALL MEN, That we the said James P. Moore and Dial F. Sweeney, partners doing business under the name of M and S. Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said note, and also in consideration of the further sum of Three Dollars to us the said Mortgagors in hand well and truly paid by the said Mortgagee at and before the signing 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 The South Carolina National Bank, its successors and assigns,

4371 26 DAY OF FEBRUARY 1944

All that certain piece, parcel or lot of land situate, lying and being in Gantt Township, State and County aforesaid, and being known and designated as Lot No. 3, Unit Two, of property of Piedmont Corporation known as Pine Crest Farms according to revised plat made by W. J. Riddle and recorded in R. M. C. Office for Greenville County in Plat Book M, Page 3. The above described property has a frontage of 104.5 feet on the Augusta Road.

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 The South Carolina National Bank, its successors and assigns forever. And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said The South Carolina National Bank, its successors 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 mortgagors agree to insure the house and buildings on said lot in the sum of not less than Twenty-nine Hundred (\$2900.00) Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagors shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, we hereby assign the rents and profits of the above described premises to said mortgagee, or its successors, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if We, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.