

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSEWELL CO., CHARLESTON, S. C. 14588-213-40

assign said policy of life insurance to said mortgagees and if the mortgagor shall fail to do so the mortgagees may take out such insurance and reimburse themselves for the premium under this mortgage. If the mortgagor shall be in default the mortgagees shall have the right to surrender said policy of life insurance and apply to cash surrender value on their indebtedness. Failure to pay taxes, paving assessments and all insurance premiums on said policies of both fire and life insurance as and when the same become due and payable, shall, at the option of the mortgagees, render this mortgage and the note which it secures immediately due and payable.

On the above described lots there is situated a brick manufacturing building and this mortgage constitutes a first lien on said property on which there are no other liens or encumbrances by way of mortgage, judgment, or otherwise. Reference is made to all of the deeds above mentioned for a more particular and accurate description of said lots. It is intended that this mortgage shall cover all real estate and improvements thereon situate on Meadow, Oscar and Hudson Streets in the City of Greenville now owned by the mortgagor.

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 Bessie Merri^g Tilman, Virginia Norris and Bug Norris, their Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgage, their Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor agree to insure the house and buildings on said land for not less than Thirty Thousand (\$30,000.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these present, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall 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.

AND IT IS AGREED, by and between the said parties, that I, the mortgagor am to hold and enjoy the said premises until default of payment shall be made.

And if at any time any part of said debt, or interest thereon, be past due and unpaid I hereby assign the rents and profits of the above described premises to said mortgagees, or their Heirs, 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 thereof (after paying costs of collection) upon said debt, interest, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS my hand and seal this 15th day of March in the year of our Lord one thousand nine hundred and forty three.

Signed, Sealed and Delivered
in the presence of
L. E. Shooks
A. P. DuBose

Wm. H. Bahan (L.S.)

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.) PROBATE

PERSONALLY APPEARED BEFORE ME L. E. Shooks and made oath that she saw the within named Willian H. Bahan sign, seal and as his act and deed deliver the within written deed and that she with A. P. DuBose witnessed the execution thereof.

SWORN to before me, this 15th
day of March, A. D., 1943
A. P. DuBose (SEAL)
Notary Public, S. C.

L. E. Shooks