

## MORTGAGE OF REAL ESTATE

The State of South Carolina, *FW Release, See R.E.M. Book 359, Page 229*  
County of Darlington,

WHEREAS, I, Dr. D. F. Sims of the Town of Hartsville, Darlington County, South Carolina formerly of Greenville County, South Carolina, hereinafter called the Mortgagor, am justly and truly indebted unto THE PEOPLES BANK, Hartsville, S. C., hereinafter called the Mortgagee, in the full and just sum of Ten Thousand and No/100 (\$10,000.00) Dollars, as evidenced by my one certain promissory note of even date herewith, providing for payment of said sum to the order of the Mortgagee, at The Peoples Bank, Hartsville, S. C., upon demand for payment by the Mortgagee, with interest from date on said sum at the rate of Six (6%) per centum per annum, together with a reasonable attorney's fee in case of collection by or through an attorney, by suit or otherwise; and

WHEREAS, the Mortgagee has loaned said sum to the Mortgagor conditioned upon the execution and delivery of these presents to secure the payment of same, together with interest costs, disbursements, attorney's fees and any other indebtedness now or hereafter, existing from the Mortgagor to the Mortgagee, according to the terms of said note or of any renewal thereof;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said Mortgagor, in consideration of the aforesaid debt and in order to secure the payment thereof, as aforesaid and according to the terms of any and all renewals thereof, with interest, costs, expenses, disbursements and attorney's fees, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Mortgagee: its successors and assigns:

All that certain piece, parcel or lot of land, together with all the buildings and improvements thereon, or to be erected thereon, situate, lying and being in the Town of Hartsville, in the County of Darlington, State of South Carolina, being more particularly designated as Lot Number Four (4) in Block "K" on a plat of lands of the Estate of T. C. Law and of the Estate of H. Lide Law, made by T. E. Wilson, C. E.; and by R. P. Berry, C. E., as amended by T. E. Wilson, C. E., a copy of which plat is duly filed for record in the office of the Clerk of Court for Darlington County, S. C. in Plat Book 4 at Page 339; the said lot being in the shape of a rectangle, measuring Ninety (90) feet along the Northern and Southern boundaries and Two Hundred (200) feet along its Eastern and Western boundaries, and being bounded.

NORTH: By Carolina Avenue, (formerly Avenue "B") of the Town of Hartsville;  
EAST: By Lot number Three (3) in Block "K" on said plat;  
SOUTH: By Lot Number Eighteen (18) in Block "K" on said plat;  
WEST: By Lot Number Five (5) in Block "K" on said plat;

This being the identical lot conveyed to the Mortgagor herein by Thomas C. Law, as Trustee, by deed recorded in the office of the Clerk of Court for Darlington County, S. C. in Deed Book \_\_\_ at Page \_\_\_, ALSO:

All that certain piece, parcel or lot of land, together with all the buildings and improvements thereon situate, lying and being near the City of Greenville, Greenville County, South Carolina, located on the West side of Bennett Street, and being more particularly designated as Lot Number Sixty-five (65) on plat of property or subdivision known as North Hills, which plat was made by Dalton & Neves, Engineers, and a copy of which is recorded in the office of the Register of Mesne Conveyance for Greenville County, S. C. in Plat Book "H" at Page 138; said lot measuring Seventy (70) feet along its Eastern and Western boundaries; One Hundred and ninety-seven and four-tenths (197.4) feet on its Northern side and One Hundred and ninety-six and five-tenths (196.5) feet on its Southern sides; having been conveyed to the Mortgagor herein by deed of Ruth Miles which deed is properly recorded in Greenville County in the aforesaid office in Book 236 at Page 133.

With respect to the property last hereinabove described, this mortgage is junior in lien to that certain mortgage heretofore given by the Mortgagor herein to Citizens Bank, Fountain, Inn, S. C., recorded in Greenville County, in Book 309 at Page 50.

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 and his successor, heirs and assigns forever.

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

And the Mortgagor hereby agrees to pay all taxes and assessments on said premises