

The above tract has been subdivided into 97 lots shown on a plat made by John D. Pellett, Jr. in April, 1946, and not yet recorded. The said City Savings Bank hereby expressly agreed to release from the lien of this mortgage any of all the said lots upon payment to it of the sum of \$750.00 or such other amount as might be mutually agreed upon for each lot so released.

This mortgage is subject to the lien of a mortgage for \$50,000.00 executed by Northside Development Company to City Savings Bank of Charlotte, N. C., on May 8, 1946, and recorded in Vol. 349 at Page 264 in the R.M.C. Office for Greenville County.

The above described land is the same conveyed to Northside Development Company by John D. Pellett on the 9th day of April 1946, deed recorded in the office of Register Mesne Conveyance for Greenville County, in Book 234, Page 434.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, of in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said City Savings Bank of Charlotte, N. C., its Successors and Assigns forever.

And the mortgagor hereby binds itself, its Successors and Assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, its Successors and Assigns, from and against the mortgagor, its Successors and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does 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 the mortgagor is to hold and enjoy the said premises until default of payment shall be made.

And if any any time any part of said debt, or interest thereon, be past due and unpaid the mortgagor hereby assigns the rents and profits of the above described premises to said mortgagee, or its Successors or Assigns, and agrees 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. In witness whereof, the said mortgaging corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers John D. Pellett, Jr., as President and Hamlin Beattie, as Secretary on this the 8th day of July in the year of our Lord one thousand nine hundred and forty-six and in the one hundred and seventieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Nellsun Tracy, Jr.  
Elizabeth R. Austin

NORTHSIDE DEVELOPMENT COMPANY  
By: John D. Pellett  
as President

And Hamlin Beattie  
as Secretary



STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

PERSONALLY appeared before me Nellsun Tracy, Jr. and made oath that he saw the within named Northside Development Company by its duly authorized officers John D. Pellett, Jr., as