MORTGAGE OF BEAL ESTATE

THE STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Park H. Sims of the County of Greenville, in the State aforesaid, SEND GREETING: WHEREAS, I, the said Park H. Sims am indebted in and by a certain Note bearing date the 8th day of July, A. D., 1946, in the sum of Eleven Hundred Dollars (\$1100.00) Dollars, payable to C. B. Henderson or order to be paid \$25.00 on the first day of each month until paid in full, as in and by said Note reference being therunto had will more fully appear.

NOW, KNOWN ALL MEN, That I the said Park H. Sims in consideration of the said debt and Note aforesaid, and the performance of the covenants hereinafter named and centained to the said C. B. Henderson according to the conditions of the said Note and also in consideration of the sum of ONE DOLLAR to him in hand well and truly paid by the said C. B. Henderson 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 C. B. Henderson the following;

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about one half mile north of the town of Greer, on the west side of the Mosteller Road adjoining lands of the W. M. Ballenger Estate, N. E. Bridht and lots 4 and 5 of the J. B. Burnett Estate, and abeing known as a part of lot 3 on the plat of the property of the J. B. Burnett Estate, and having the following courses and distances, to-wit:

Begining on a point in the center of the Mosteller Road (Iron Pin on Sholder of road) and running thence N. 88-50 E. 375 feet to an iron pin on the line dividing tracts 5 and three; thence S. 89-00 E 341 feet to a point in center of the said Mosteller Road (Iron Pin on sholder of road); thence in a northerly direction with the center of said road $102\frac{1}{2}$ feet to the beginning corner.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenant to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said C. B. Henderson Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said C. B. Henderson Heirs and Assigns from and against Him and His Heirs, Executors, and Administrator and any and all other person or ppersons 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 of these Presents, that if said Mortgagor do and shall well and truly pay or cause to be paid unto the said Mortgagee, or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease, determine and be utterly null and wold, otherwise to remain in full force and virtue.

- 1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor his Heirs, Executors and Administrators, shall and will insure the louse and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee in a sum not less than Eleven Hundred Dollars (\$1100.00) Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee, and in case that I fail to do so the said Mortgagee, Executors, Administrators or Assigns may cause the same to be done and reimburse themselves for the premiums and expenses with interest thereon at the rate of 8 per cent. and that the same shall stand secured by this mortgage.
- 2. It is also Covenanted and Agreed, that the said Mortgagor shall pay as they become due All taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 8 per cent. per annum, and the amount stand secured by this mortgage.
- 3. It is also Covenanted and Agreed, that the said Mortgagor, his agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee, or holder hereof shall be the judge as to the same as to whether in impairs the said security.
- 4. It is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform