

to-wit:

BEGINNING at an iron pin in the center of a road leading to Simpsonville, joint front corner of Tracts # 7 and # 8; thence along the joint line of said tracts, S 41 W 12.90 chains to an iron pin; then S 27 1/4 E 20.97 chains to an iron pin; thence S 74 E 1.00 chains to an iron pin, a joint corner of Tracts # 7 and # 6; thence N 38-3/4 E 14.60 chains which is located in the center of said road, a joint corner of Tracts # 7 and # 6; thence along the road N 56 E 1.00 chains to the point of beginning. The two tracts of land being the same tracts of land conveyed to me, the said Allie Mary Mimms by S. A? Mimms, Jr., R. J. Mimms, Executors of the Estate of S. A. Mimms and recorded in Vol. 379, page 347, R. M. C. Office for Greenville County and by Amelia Slaten Curry, et al the day of May 1949 and recorded in Vol. 381, page 222, R. M. C. Office for Greenville County.

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

Houston HART, HIS----- 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 Houston Hart, His

Heirs***----- and assigns, from and against me and My----- heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same of any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor

heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of

Five Thousand and No/100 Dollars, and assign the policy of insurance to the said Houston Hart or assigns. And in

case he or they shall at any time neglect or fail so to do, then the said Houston Hart his Heirs or assigns, may cause the same to be insured in his own name, and reimburse him for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor her heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I, the said ALLIE MARY MIMMS do and shall well and truly pay, or cause to be paid unto the said

HOUSTON HART 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 and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.