

MORTGAGE OF REAL ESTATE

WALKER, EMME & COFFRELL CO., CHARLESTON, S. C. 14568-9-13-40

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENWOOD .)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, James Lloyd Parks of the County of Greenwood in the State aforesaid, Send Greetings;
WHEREAS, I, the said James Lloyd Parks, am well and truly indebted in and by my certain note bearing date the 6th day of June, 1942, in the sum of FIVE HUNDRED AND NO/100 DOLLARS, payable to the order of THE COUNTY BANK, a corporation with its principal place of business at Greenwood, South Carolina, on the 2nd day of January, 1943, with interest thereon from maturity at the rate of seven (7%) per cent, per annum, payable annually, and if not so paid to become an interest bearing demand at same rate as principal, and providing for payment of all costs of collection, including an attorneys' fee of ten per cent. of amount due in case said note is placed with an attorney for collection, as in and by the said note reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I the said James Lloyd Parks in consideration of the said debt and note aforesaid, and the performance of the covenants hereinafter named and contained to the said THE COUNTY BANK according to the conditions of the said note and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by the said THE COUNTY BANK 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 THE COUNTY BANK, its successors and assigns forever, the following:

All that lot or parcel of land, with the improvements thereon, situate, lying and being in Greenville Township, City of Greenville, County of Greenwood, State of South Carolina, on the South side of Oscar Street, beginning at an iron pin One Hundred and Fifty (150) feet from the West side of Bailey Street, and running thence with Oscar Street N. 54-15 W. 50 feet to corner of lot now or formerly owned by Newton Perry; thence with his line S. 30 W. 125 feet to iron pin; thence S. 54-15 E. 50 feet to an iron pin to corner of lot of Andrew Long; thence with his line N. 30 E. 125 feet to the beginning corner.

All of which I am sole owner, and upon which there is no lien or mortgage of any kind whatsoever.

Together with all and singular the rights, mortgages, appurtenances, and appurtenances to the said premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said THE COUNTY BANK its successors 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 THE COUNTY BANK, its successors and assigns from and against me and 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 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 the 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 of bargain shall cease, determine and be utterly null and void, 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 house 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 of not less than FIVE HUNDRED AND NO/100 Dollars, against loss or damage by fire and windstorm and the same keep insured until the above mentioned debt is fully paid, and assigns the policy to the said mortgagee and in case that he fail to do so, the said mortgagee, its successors or assigns may cause the same to be done and reimburse itself for the premiums and expenses with interest thereon at the rate of 7 per cent. per annum 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 fail so to do the said mortgagee may cause the same to be paid and reimburse itself therefor with interest at the rate of 7 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 the holder thereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also covenanted and agreed that in case of default in payment under any