

28th, 1929 and recorded in Vol. 136 on page 144.

All that piece or parcel of land known as lot # 1452 Lake Laniel Sub-division. And further reference see B. L. Ballinger's deed to the B. L. Ballinger Co., dated September 28th, 1928 and recorded in Vol. 136 on page 144.

All of the above described lands having been conveyed to the said Fred E. Swan by the Ballinger Co. by deed dated March 26th, 1930, and recorded in the records of the Register of Deeds Conveyance for Greenville County, State of South Carolina, in Vol. 114 page # 332 and dated April 12th, 1930.

Together with all and singular the rights, Members, Accutiments and appurtenances to the said premises belonging, or in anywise incident of appertaining.

In Have and to Hold all and singular the said premises unto the said W. W. Capps — 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 W. W. Capps — and assigns from and against Myself and My — heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same or any part thereof.

And it is further agreed that said Mortgagee, — his — heirs and assigns, shall promptly pay 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 Fred E. Swan

do and shall not and truly pay, or cause to be paid, unto the said W. W. Capps — 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 bond and condition thereunder written, then this deed of bargain and sale shall cease, determine to be utterly null and void, and the said Mortgagee with 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.

And it is agreed by and between the parties, that in case of foreclosure of this Mortgage, by suit or otherwise, the Mortgagee shall recover of the Mortgagee a reasonable sum as attorney's fee, which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

(over)