

MORTGAGE OF REAL ESTATE

38579 PROVENCE-JARRARD CO.-GREENVILLE

The State of South Carolina,
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, E. L. Martin & R. L. Martin of the County Greenville, State of South Carolina,
SEND GREETING:

Whereas, we the said E. L. Martin & R. L. Martin in and by our certain note bearing date the 10th day of February, A. D. 1939, stand firmly held and bound unto THE FIRST CAROLINAS JOINT STOCK LAND BANK OF COLUMBIA, hereinafter for convenience called the Land Bank, for the payment of the sum of five thousand eight hundred sixty-six and 69/100 (\$5,866.69) dollars, in six annual consecutive installments, the five first maturing being for \$1,133.33 each and the sixth or last installment for \$200.04, said installments being payable on the 5th day of October of each of the years 1939-1944, both inclusive, with interest at the rate of 6% per annum from October 5, 1938 payable with said installments of principal; together with all costs of collection, including ten per cent attorneys' fees, if said note be not paid when due and the same is placed in the hands of an attorney for collection, as in and by said note or obligation reference being thereunto had, will more fully appear. This mortgage and said note or obligation and the income derived therefrom are, and shall be deemed to be instrumentalities of the Government of the United States and exempt from taxation in accordance with the terms of the Federal Farm Loan Act.

Now Know All Men, That we the said E. L. Martin & R. L. Martin mortgagor herein consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Land Bank and also in consideration of the further sum of Three Dollars, to undersigned mortgagor in hand well and truly paid by the said Land 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 Land Bank, all that certain piece, parcel or tract of land, situate, lying and being in Fairview Township, County of Greenville, State of South Carolina, containing seven hundred and fifty (750) acres, more or less, being bounded on the north by lands of W. D. Richardson and Mrs. E. J. Meyers; on the east by the lands of B. W. Brooks, J. P. Hipp and E. B. Martin; on the south by the lands of J. P. Hipp and C. F. Ashmore, and on the west by the lands of C. F. Ashmore, Gus Huff Estate and R. L. Richardson, and having such shape, courses, metes and distances as will more fully appear by references to a plat thereof made by C. M. Furman, Jr. Surveyor, November 15, 1926, this being the land this day conveyed to the mortgagor by the mortgagee, by its deed to be recorded, this mortgage being given to secure the credit portion of the purchase price of said conveyance.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining:

And it is agreed, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is agreed that in consideration of the making of the loan secured hereby, the mortgagor has waived, released and relinquished, and hereby waives, releases and relinquishes the benefit of The Mortgage Foreclosure Procedure Act, the Deficiency Judgment Act and of all moratorium or other laws which have been, or which may hereafter be, passed by the legislature of the State of South Carolina affecting the mortgagor's liability for the debt secured hereby, for the enforcement of the lien of this mortgage, and covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental hereinafter provided in case of holding over after completion of sale.

To Have and to Hold all and singular the said premises unto the said Land Bank, its successors and assigns forever. And the mortgagor binds himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Land Bank, its successors and assigns from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same, or any part thereof.

And it is agreed, by and between the said parties, that the said mortgagor (which expression herein shall include his, her or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and building on said land, and keep the same insured in companies satisfactory to the mortgagee, from loss or damage by fire in the sum of three-fourths of the value thereof and assigns the policy of insurance to the said mortgagee (which expression herein shall include its successors, or assigns), and in case he or they shall at any time neglect or fail so to do, then the said mortgagee may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.