

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, H. L. Bryant of the County and State aforesaid, SEND GREETING:

WHEREAS, I the said H. L. Bryant in and by certain note bearing date the 30th day of March nineteen hundred and forty am indebted to W. L. Ellenburg in the sum of Two hundred Dollars, payable as follows: October 1st, 1941. "On the 1st day of October, 1941 the sum of Two Hundred Dollars, for value received, with interest from the date hereof-as well after, as before maturity at the rate of seven per centum per annum, payable annually, and if not so paid, each year's interest to be added to the principal, and bear interest at the same rate. And if the service of an Attorney is necessary in the collection of this note, I agree to pay all costs of collection, including ten per cent. Attorney's fees." as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, that I the said H. L. Bryant Mortgagee, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof according to the condition of the said note, and also in consideration of the further sum of THREE DOLLARS, to me in hand, well and truly paid by the said Mortgagee, at and before the Sealing and Delivery of these presents, (the receipt thereof is hereby acknowledged), have granted, Bargained, Sold and Released and by these presents do grant, bargain, sell and release unto the said W. L. Ellenburg Mortgagee, all that tract or parcel of land, situate, lying and being in Greenville County, in the State aforesaid, containing 105 feet by 207.6 feet and 80 by 220 feet and known as lot No 20 of tract No. 2 in the John B. Marshall estate as shown by Plat Book "J" at pages 132-133 and located on White Horse Road, and being the same lot conveyed to me, H. L. Bryant by The First National Bank, of Greenville, S. C. as Administrator de bonis non, cum testimento annexo and Substituted Trustee of the estate of John B. Marshall as shown by deed recorded in the office of the Register of Mesne conveyance for Greenville County in Book 219 page 302, of which I am the sold owner and upon which there is no subsisting lien of any kind whatsoever.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned, unto the said Mortgagee his 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 Mortgagee his Heirs and Assigns from and against Heirs, Executors, and Administrators, and every person lawfully claiming or to claim the same or any part thereof.

As a Further Security, the said Mortgagor shall, within -----days, insure the house on said land, in the sum of -----Dollars, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Mortgagee, and in case the Mortgagor shall at any time neglect or fail so to do, then the said Mortgagee may cause the same to be insured in a like sum and reimburse-----for the premium and expenses of such insurance under this Mortgage.

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 cease to be paid, unto the said mortgagee 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 then this deed of bargain and sale shall cease, and be utterly null and void.

But in case of non-payment of the said debt, or sum of money aforesaid, with interest thereon or any part thereof; or any part of the interest so to become due according to the true intent and meaning of the said note then and in such case it shall and may be lawful for the said Mortgagee his Heirs, Executors, Administrators and Assigns, and the said Mortgagor doth hereby empower and authorize the said Mortgagee his Heirs, Executors, Administrators or Assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue; at which sale they, or any of them, shall have the right to become purchasers of said premises, and on such sale to make and execute to the purchaser or purchasers, his, her or their Heirs and Assigns forever, a conveyance in fee of the said premises, free and discharged from all equity of redemption and right of Dower, and all and every other incumbrance subsequent to this Mortgage, and after deducting from the proceeds of said sale, all taxes due thereon, or which may have been paid by the Mortgagee, the principal and interest due on said debt, and all counsel fees, premiums of insurance and the costs and charges of the said sale, then to hold the overplus subject to the rights of the holder of any subsequent lien or incumbrance on the said premises, who may give express notice in writing of his holding the same, and if no such claims be made, then to pay such overplus to the said Mortgagee his Administrators or Assigns. But if the said proceeds shall be insufficient to pay the said debt, interest, fees and costs and charges, the amount unpaid shall not be extinguished by the Mortgagee-being the purchaser-of the premises.

WITNESS my Hand and Seal this 30th day of March A. D., 1940. and in the one hundred and Sixty-fourth year of the Sovereignty and Independence of the United States of America.