

MORTGAGE OF REAL ESTATE

WALKER, EWANS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY COME:

Mary H. Burriss, County of Greenville, SEND GREETING

WHEREAS, I the said Mary H. Burriss am well and truly indebted to Piedmont Lumber Company, Piedmont, S. C., in the full and just sum of Eighteen Hundred and 00/100 Dollars, with interest thereon at the rate of Six Per centum per annum, payable at such times and having such terms and conditions, as reference being thereunto had will more fully appear.

NOW KNOWN ALL MEN, that I the said Mary H. Burriss in consideration of the said debt, and sum of money aforesaid, and for the better securing payment thereof, or any renewals thereof, to the said Piedmont Lumber Company according to the terms of said note and also in consideration of the further sum of Three Dollars to me the said Mary H. Burriss in hand well and truly paid by the said Piedmont Lumber Company 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 H. Douglas Gray and E. D. Easterby doing business as the Southern States Lumber Company;

All that certin piece, parcel or lot of land situate, lying and being in Grove Township, Greenville County, South Carolina, in or near the Town of Piedmont, S. C., located between the Piedmont & Northern Railway and the Southern Railway and having, according to a survey made by W. N. Willis, Engineer, August 22, 1924, the following metes and bounds, to-wit:

Beginning at a point in the center of the main line of the Southern Railway running from Greenville to Columbia (Formerly known as C. & G. Railroad) and running thence with the center line of said railway N. 1-25 E. 69.3 feet to a point in the center of said Southern Railway tracks; thence S. 68-29 W. 214.2 feet to an iron pin; thence S. 2-09 W. 273.2 feet to an iron pin, thence N. 88-15 E. 200 feet, more or less, to an iron pin in the center of the main line tracks of Southern Railway Company; thence with the said main line of Southern Railway Company in a general northerly direction 270 feet, more or less, to the beginning corner.

This is a portion of the property conveyed to the grantor herein by deed of Piedmont Gin Company dated December 6, 1940, recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 229 at page 105, and said conveyance is made subject to such easements or rights-of-way over and across said premises as may exist thereon in favor of the Piedmont & Northern Railway and Southern Railway Company, all of which are more particularly referred to in deed of Wilmont Oil Mills to Piedmont Gin Company of record in the R. M. C. Office for Greenville County in Deed Book 112 at page 195.

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 Piedmont Lumber Company their successors 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 Piedmont Lumber Company, their successors Heirs and Assigns, from and against me Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said \* agree to insure the house and buildings on said lot in the sum of not less than \_\_\_\_\_ Dollars and keep the same insured from loss and damage by fire, and assign the policy of insurance to the said \_\_\_\_\_ and that in the event that the Mortgagor shall at any time fail to do so, then the said \_\_\_\_\_ may cause the same to be insured in \_\_\_\_\_ name and reimburse \_\_\_\_\_ for the premium and expense of such insurance under the mortgage.

And it is Agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event the said Mortgage, their successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises anew if he should so elect, who, after deducting all charges and expense attending such proceedings and the execution of the said trust of Receiver, shall apply the residue of said rents and profits toward the payment of the debt secured hereby.

And it is Further Agreed, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an Attorney-at-Law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

Provided Always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that I the said Mary H. Burriss do and shall well and truly pay, or cause to be paid, unto the said Piedmont Lumber Company the said debt or sum of money aforesaid, with interest

Page 114 see this mortgage, see assignment to this book

Assignment to this Book (this book)  
R. E. M. Book  
August 1942  
9/87