

## MORTGAGE OF REAL ESTATE

WALKER, EVANS &amp; COSSWELL CO., CHARLESTON, S. C. 14506-6-13-40

THE STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Thomas Earl Thompson of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I, the said Thomas Earl Thompson am indebted in and by my certain Note--bearing date the twentieth day of December, A. D., 1941, in the sum of Seventy-five (75) and no/100 DOLLARS, payable to Mrs. Louise Henson or order on eighteen months from date with nine per cent interest, as in and by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said Thomas Earl Thompson in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said Mrs. Louise Henson 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 Thomas Earl Thompson 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 Thomas Earl Thompson the following:

All that piece, parcel or lot of land in O'Neal Township, County Greenville, State of South Carolina, on the Eastern side of the Greer-Hendersonville surface-treated road, in Washington School District, containing one acre, more or less, and bounded on the Northwest by the said road; Northeast by other lands of grantor, and Southeast and Southwest by lands of E. P. Henson, and having the following approximate courses and distances to-wit: BEGINNING at a water oak on edge of said road, cornering with E. P. Henson, and running thence with his line westerly approximately 544 feet, thence Northerly with his line eighty (80) feet to iron pin; thence westerly back to the said road to an iron pin, about 544 feet; thence with said road southerly or southwesterly 75 feet to the beginning corner.

Together with all and singular the rights, Members, Hereditaments, 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 Thomas Earl Thompson 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 Thomas Earl Thompson Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons 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 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 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--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 not less than \_\_\_\_\_ Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee-- and in case that---fail to do so the said Mortgagee--, Executors, Administrators or Assigns may cause the same to be done and reimburse-----sel-----for the premiums and expenses with interest thereon at the rate of 8 per cent. 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---fails so to do the said mortgagee may cause the same to be paid and reimburse-----sel-----therefor with interest at the rate of 8 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagee--, 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 holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. It is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note--, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder thereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind