

MORTGAGE OF REAL ESTATE

reference to which is hereby requested; said property being known on plat as Lots 1, 2, 3, 4, and part of Lots 5, 6, 7, 8, and 9; and also Lot Nos. 21, 20, and 19 facing Oakhurst Avenue, as shown on revised plat of the Oakhurst subdivision made by Jack T. Gray in July, 1941; said plat being recorded in Office of R. M. C. for Greenville County. Being all of the property conveyed to Caroline W. Cheves and to Crescent Realty Company by deeds of W. C. and Charlotte Earnhardt less what has already been conveyed.

ALSO an undivided one-half interest in and to all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, and being just outside the limits of the City of Greenville on the Northwest corner of Buncombe and Stall Streets and known and designated as Lots from one to six inclusive as shown on plat of C. M. Furman, Jr., Engr. February 13, 1925, and having the following metes and bounds, to-wit:

BEGINNING at said Northwest intersection of Buncombe and Stall Streets and running thence with the North side of Stall Street, N. 66-10 E. 57.58 feet to an iron pin; thence N. 22-45 W. 120 feet to an iron pin; thence S. 65-54 W. 68.17 feet to an iron pin on the East side of Buncombe Street; thence with the East side of Buncombe Street S. 27-46 E. 120 feet to the beginning corner.

ALSO: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, known and designated as Lots No. 35 and 37 on plat of land of H. B. Bates, made by R. E. Dalton, Engineer, and recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book F, at page 32, each of said lots having a frontage of 50 feet on the South Side of Bishop Street with a depth and lines of 142.5 feet; lot No. 35 is bounded on the West by Cobb Street.

ALSO: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, known as Lot No. 53 on the plat of the sub-division known as Paris Piney Park, which plat is of record in R. M. C. Office of said county in Plat Book "H", at pages 19 and 20, said lot fronting fifty feet on the north side of Orlanda Avenue and running back between parallel lines 150 feet to the rear.

ALSO: An undivided one-half interest in and to all that piece, parcel or lot of land in Ward 5 of the City of Greenville, bounded by lot of the Colored Graded school on the West, by lots now or formerly of James Payne on the South and East and on the South by Markley Street, and having the following metes and bounds, to-wit:

Beginning at a stake on Markley Street and running thence with street N. 42 W. 50 feet to a stake; thence S. 48 W. 220 feet to a stake; thence S. 42 E. 50 feet to a stake; thence N. 48 E. 220 feet to the beginning corner; containing 11,000 square feet. Eva Coffey Williams

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 Citizens Lumber Company, a corporation, its successors and Assigns forever. And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Citizens Lumber Company, a corporation, its successors and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than x Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign, the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in x name and reimburse x for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, I do hereby assign the rents and profits of the above described premises to said mortgagee, or its successors or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs and expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 11th day of August in the year of our Lord one thousand, nine hundred and forty two and in the one hundred and sixty-sixth year of the Independence of the United States of America.