

bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Philip H. Alston, Jr. as Trustee, all that tract or parcel of land situated in the County of Greenville, State of South Carolina, and described as follows:

All that piece, parcel or lot of land situate, lying and being near the Southern limits of the City of Greenville, South Carolina, on the Southwest side of Augusta Road and fronting on said road approximately 550 feet and extending back South to a proposed projection of Elsie Avenue, said tract being bounded on the East by lands of Peter Calhoun and on the West by Aberdeen Avenue, and containing approximately 20 acres of land, also known as the home place of the said Mrs. Mary B. Lewis, 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 Philip H. Alston, Jr., as Trustee, his successors and assigns forever. And we do hereby bind ourselves and our heirs, executors or administrators, to warrant and forever defend all and singular the said premises unto the said Philip H. Alston, Jr., as Trustee, his successors and assigns, from and against us and our heirs, executors or administrators, and against every person 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 executors, their successors or assign, shall and will forthwith insure the house and buildings on the said lot in a company or companies which shall be acceptable to said Philip H. Alston, Jr., as Trustee, and keep the same insured to the amount of Five Thousand Dollars (\$5,000.00), and failing to do so the Trustee may take out insurance and the premiums advanced will become a part of the indebtedness secured hereby; and we do hereby bind the estate of the said Mrs. Mary B. Lewis to warrant and forever defend all and singular the said premises unto the said Philip H. Alston, Jr., as Trustee, his successors and assigns, from and against said estate and the heirs of the said Mrs. Mary B. Lewis, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, save and except the First National Bank which holds at the present time an encumbrance upon said lands.

AND IT IS FURTHER AGREED by and between the said parties, that the said executors shall and will at all times hereafter during the continuance of this mortgage, pay and discharge all taxes and assessments upon the said premises whenever the same shall become due and payable; and that in case the said executors shall at any time fail or neglect or refuse to pay and discharge the same, then the said Philip H. Alston, Jr., as Trustee, his successors or assigns, may pay and discharge the same, and reimburse himself, themselves, or herself hereunder therefor, with interest at eight per cent per annum.

AND IT IS EXPRESSLY AGREED AND STIPULATED that in case the said executors shall fail or neglect or refuse to pay or cause to be paid, the interest provided for in said note, or any part thereof, after the same becomes due and payable, as aforesaid, or shall fail or neglect or refuse to insure or keep insured the house and buildings on said lot, or to assign the policy of insurance as aforesaid, or to pay and discharge all taxes and assessments on the said premises as aforesaid, before the expiration of the time fixed by law for the payment thereof, then, in any or all of such cases, at the option of the said Philip H. Alston, Jr., as Trustee, the whole indebtedness evidenced by the said note or obligation (including any insurance premiums, and taxes, due and unpaid or paid by the said Philip H. Alston, Jr., as Trustee) shall forthwith become and be due and collectible, and the right shall thereupon exist to foreclose this mortgage therefor, and also for all costs and expenses of such collections, including per cent of the amount due as attorney's fees.

And if default shall be made in the payment of the said sum of money above mentioned, when the same is due, or any interest that may become due thereon, or any part of said interest and principal, when the same becomes due, then it shall be lawful for the said Philip H. Alston, Jr., as Trustee, his successors or assigns, to enter into and upon the premises hereby granted or intended to be, ^{possession thereof, and collect the rents, and} take/profits thereon; it being agreed that the said Philip H. Alston, Jr., as Trustee, or his successors or assigns, shall only be liable to account to the executors for the amount actually received by him or them for said rents and profits after deduction of all sums paid by it or them for the maintenance and improvements of said property,