

BEING the same property conveyed to M. Stewart Wilburn by Inez A. Bomar, et al by deed dated September 17, 1946 and recorded in the Office of the R.M.C. for Greenville County in Deed Book 299, Page 125. The said M. Stewart Wilburn died intestate on December 29, 1950, leaving as his sole heirs at law the said Elizabeth N. Wilburn, his widow, and Rebecca Stewart Wilburn and Frances Shannon Wilburn, his two minor children. (See Apartment 597, File 56, office of the Probate Court for Greenville County, S. C.)

This mortgage is executed on behalf of the said Rebecca Stewart Wilburn and Frances Shannon Wilburn by Hubert E Nolin, their Guardian ad Litem, in accordance with the order of Hon. W. B. McGowan, County Judge, dated September 10, 1958, in the case of Elizabeth N. Wilburn vs. Rebecca Stewart Wilburn and Frances Shannon Wilburn, on file in the Office of the Clerk of Court for Greenville County, South Carolina, in Judgment Roll No. H- 3088 for the purpose of encumbering their undivided one-third interest each in the property hereinabove described to secure note of even date in the principal sum of \$5,000.00 executed by Elizabeth N. Wilburn to mortgagee, and without any personal liability for payment of said note by the said Rebecca Stewart Wilburn and Frances Shannon Wilburn.

The above described land is the same conveyed to by on the day of 19 deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book Page

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

First National Bank of Greer, S. C., its  
successors  
~~Heirs~~ and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors ~~Heirs~~ and Assigns, from and against us ~~our~~ Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagor, agree to insure the house and buildings on said land for not less than Five Thousand (\$5,000.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire with extended coverage during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagor, do and shall well and truly pay, or cause 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, determine, and be utterly null and void; otherwise to remain in full force and virtue.