

BOOK 794 PAGE 446

ALSO: All that other piece, parcel or tract of land adjoining the above and being in Chick Springs Township, County and State aforesaid, containing 48 acres, more or less, being known and designated as Tract No. 2 of the Estate of Wells Hawkins, deceased, shown on a plat made by W. A. Hudson, dated Oct. 1, 1900; on which date said property was adjoined by lands of R. Y. Rosemond, M.W. Goodlett, Robt. Whitmire and others and having the following metes and bounds: BEGINNING on a stone in Buckhorn Creek at the stone ford, at or near Goodlett line and running thence with said creek, S. 50 E. 1.10; thence with said creek, S. 32- E. 3.36, more or less, to a stone on Goodlett line at or near the bend in creek; thence S. 39 E. 6.00 to black gum; thence along Rosemond line across creek to stone; thence N. 48 E. 8.10 along Rosemond line to stone; thence N. 41 1/2 W. 28.00 along Whitmire line to black gum stone; thence S. 5-2/3 W. 26.15 along line of Tract No. 1 crossing along road to tanyard; to the beginning corner in Buckhorn creek. Being the same property conveyed to C. E. Barnett by Avery J. Hawkins and others on Jan. 21, 1933, recorded in Deed Book 201, at page 389, RMC Office for Greenville County. LESS, HOWEVER, a tract containing 5-3/4 acres heretofore sold to Paul and Minnie Mae Brookshire and 29.94 acres heretofore sold to L. G. Causey, et al.

This is a first mortgage on the 3.75 acre tract owned by Carlos R. Barnett and described herein and a second mortgage on the last two tracts herein described and owned by C. E. Barnett; being Junior to a mortgage given to Peoples National Bank as shown in Mtg. Book 553, at page 415, RMC Office for Greenville County

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 Peoples

National Bank, Trustee under the Will of John W. Nix, its successors

Heirs and Assigns forever.

And we do hereby bind ourselves and 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 mortgagors, agree to insure the house and buildings on said land for not less than Forty-Five Hundred and No/100 ----- 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 mortgagors, 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.