



MORTGAGE

2303

County of Greenville Date of this Mortgage Month Day Year June 5 1938

BOOK 1508 PAGE 521

Name of Home Owner(s) and Spouse Residence William Smith & Carl M. Smith Greenville S.C.

Name of Contractor Principal Office of Contractor Southern Piedmont Corp 2029 Federal Hill Rd. Atlanta Ga. 30327

its heirs, successors and assigns (hereinafter called the mortgagee), in the SUM OF Four thousand Dollars, (\$ 4000.00).

Table with columns: SAID SUM TO BE PAID AS FOLLOWS, Number of installments (60), Amount of each installment (\$ 77.00), First Installment due on (Oct 5 1938), Payable thereafter monthly on the 5th day of each month.

together with interest at seven (7%) per cent per annum on all matured and unpaid installments, according to a certain note(s) bearing even date herewith, and whereas the grantor desires to secure the payment of said note(s); KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money as aforesaid, and for the better securing of the payment thereof unto the said mortgagee and also in consideration of the further sum of \$3.00 to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, by these presents do grant, bargain, sell and release unto the said mortgagee, his heirs, and assigns the following described premises in South Carolina;

Street address City/Town County 309 W. Wilburn St. Greenville Greenville

being the same premises conveyed to the mortgagor by deed of A. Frank Children

dated April 2 1938, recorded in the office of the Clerk of Court of Greenville County in Book 1099, Page 743 of which the description in said deed is incorporated by reference.

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the west side of Wilburn Avenue (formerly known as Maple Street) and being known and designated as Lot No. 74 of a subdivision known as West View Heights, as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book G at pages 32 and 33, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Wilburn Avenue at the corner of Lot No. 72, which point is 215 feet north of the intersection of Hill Street with said Wilburn Avenue, and running thence along the line of Lot No. 72, S. 85-56 W., 100.7 feet to an iron pin on the East side of the right-of-way of the P & N Railway; thence along the line of said right-of-way, N. 9-42 W., 50.25 feet to an iron pin at the rear corner of Lot No. 74; thence along the line of that lot, N. 85-56 E., 105.7 feet to an iron pin on the West side of Wilburn Avenue; thence along the line of Wilburn Avenue, S. 4-04 E., 50 feet to the beginning corner.

Together with all and singular the rights and appurtenances in anywise incident to the same.

TO HAVE AND TO HOLD ALL AND SINGULAR unto the said mortgagee, its heirs, successors and assigns forever. And the mortgagor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its heirs, successors and assigns from and against himself and his heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof. AND the mortgagor covenants with the mortgagee that: The mortgagor will pay the indebtedness as hereinbefore provided; keep the buildings insured against loss or damage by fire for the benefit of the mortgagee in an amount not less than the actual value thereof; observe and perform all covenants, terms and conditions of any prior mortgage; pay all taxes, assessments, water rates, insurance premiums, installments of principal and interest on any prior mortgage, and in any payment the mortgagee may pay the same and the mortgagor shall repay to the mortgagee the amount so paid together with interest at 7% per annum, said amounts to be added to the indebtedness secured by this mortgage; no building shall be removed or demolished without the consent of the mortgagee; the mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made upon the payment of any of the installments heretofore specified on the due date hereof, or upon default upon any of the other terms, covenants or conditions of this mortgage or of the note secured hereby, or in the event of sale or transfer of the premises by the mortgagor, then the entire unpaid balance shall immediately become due and payable at the option of the mortgagee, heirs, successors and assigns, and this mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party of any suit involving this mortgage or the title to the premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the mortgagee, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the grantee, as a part of the debt secured hereby, and may be recovered and collected hereunder. The mortgagor waives homestead and other exemptions and appraisement rights. The mortgagor hereby authorize(s) the mortgagee/holder to complete and correct the property description and any other terms in accordance with the note which is secured hereby so that this document is a valid and subsisting mortgage and further agrees that the manual transfer of this mortgage to the mortgagee or his agent shall be a valid and adequate delivery of this

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