

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

Whereas William Austin of Greenville, South Carolina

(hereinafter referred to as the "mortgagor") in and by his certain promissory note or notes (hereinafter referred to as "notes," whether one or more) in writing, of even date herewith, is well and truly indebted to HOME BUILDING AND LOAN ASSOCIATION (hereinafter referred to as the "mortgagee"), which said mortgagor hereby admits to be a corporation duly chartered under the laws of said State and having its principal place of business at Greenville, in said County and State, in the full and just sum of Three Thousand and no/100

dollars (\$3,000.00) to be paid on or before the date when the seventh series of the capital stock of said mortgagee shall reach maturity with interest thereon from this date at the rate of eight per cent. per annum, payable monthly on or before the first Tuesday of each and every month until paid in full; past due interest to bear interest at same rate as principal; both principal and interest to be paid in United States gold coin of the present standards of weight and fineness; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men, that said mortgagor in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville in Greenville Township.

and in the City of Greenville, to-wit: situated on the north side of East Avenue in said City and known and designated as Lot number thirty-five (35); being one of the lots on plat No. 2, cut from Lot number nineteen (19) of the Jones Property, on plat recorded in Plat Book R, at pages 37 and 38 thereof in the office of the R.M.C. of Greenville County; said lot having a frontage of Sixty feet on East Avenue and running North Two hundred feet on side next to lot heretofore conveyed to William H. Austin (Lot Number Thirty-six), and thence South 71 degrees 18 min. East Sixty-nine and 4-10 (69.4) feet to a pin; thence South one hundred sixty-seven and 5/100 (167.5) feet to an iron pin on East Avenue, more fully described in Plat Book R, at page 38 thereof in the R.M.C. Office of Greenville County. This being the same property heretofore conveyed to Wm. H. Austin by deed of Henry P. McGee dated January 6, 1922, and filed for record in the R.M.C. Office, reference to which deed is hereby made.

being the same land conveyed to said mortgagor by on 192, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for Greenville County, S. C., in Deed 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 mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors to warrant and forever defend all and singular the said premises unto the said mortgagee and his successors, heirs and assigns from and against said mortgagor and his heirs, executors, administrators, successors and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof; also, on demand at any time, to give any further written assurances which may be desired to protect the interests of said mortgagee, including a new note or notes and mortgage correcting errors in the originals.

- And said mortgagor hereby covenants and agrees with said mortgagee as follows:
(1) That when the loan secured hereby is closed, there shall and will be no unsatisfied lien or encumbrance of any kind, prior to the lien hereof, affecting said premises or any part thereof, this being solemnly declared and represented by said mortgagor as a condition hereof and for the purpose of obtaining a loan hereunder.
(2) That said mortgagor shall keep all buildings and improvements now or hereafter on said premises in the best of condition and shall not remove, demolish or alter any such building or cut any timber without written consent of said mortgagee and shall not commit or permit waste or injury impairing the value of the premises as security for said debt; and in case of impairment, of which said mortgagee shall judge, said mortgagor hereby agrees to make, immediately upon demand, such repairs as said mortgagee may consider necessary to protect his interests; and upon default, said mortgagee may enter upon said premises and make the same.