

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

Whereas I, O.O. Spain, of Greenville, S.C.

of the County of Greenville in the State aforesaid (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 Five thousand and no/100

dollars (\$5000.00), to be paid on or before the date when the sixteenth 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 being Lot number One hundred and fifty-five (155) of the Overbrook Land Company's survey and plat number three (3) by R.E. Dalton, C.E., to be recorded in R.M.C. Office for Greenville County; said lot more particularly described as follows:

Beginning at a point on the eastern side of Overbrook Road said point being one hundred and thirty-six (136) feet from the intersection of Overbrook Road and Overbrook Circle, and running thence South 58 degrees 33 minutes East one hundred seventy-three and three-tenths (173.3) feet to an iron pin on the Western side of Jedwood Drive; thence South 28 degrees 45 minutes West fifty (50) feet along the western side of Jedwood Drive to an iron pin; thence North 65 degrees 10 minutes West one hundred and seventy-three and four tenths (173.4) feet to to an iron pin on the Eastern side of Overbrook Road; thence North 25 degrees 35 minutes East along the Eastern side of Overbrook Road seventy (70) feet to the beginning point.

This being the same property conveyed to O.O. Spain by J.M. Divver by deed dated July 22, 1924 and not yet recorded.

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.

Satisfied and Cancelled
By *James O. Spain*
J. O. Spain, Register of Mesne Conveyances, S. C.