

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

Whereas *W.C. Ansel I. Miller and Marie Smith 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 *Four Thousand (\$4,000.00)*

dollars (\$.....), to be paid on or before the date when the *18th* series of the capital stock of said mortgagee shall reach maturity, with interest thereon from this date at the rate of *8* per cent per annum, payable *Monthly, on or before the first Tuesday in 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.

Just south of the corporate limits of the City of Greenville, on the North side of Lateechee Road, and designated as lot no. 78 on Plat of Cherokee Park, recorded in Plat Book C, Page 96, R.M.C. Records for said County, and having the following metes and bounds, to wit: Beginning at a stake on north side of Lateechee Road and at South West Corner of lot no. 77, running thence 14-15 N-173 feet to a stake, thence S. 75-45 W. 76 feet to a stake; North East Corner of lot 77; thence with line of lot 77, S. 14-15 E, 182 feet to stake on North side of Lateechee Road, thence with said road N. 68 E. 61 feet to the beginning, and being the same lot conveyed to us by deed of H.D. Goodwin, by his deed of date February 6th, 1924, and recorded in Vol- 91 at page 170, R.M.C. Office for Greenville County.

State of South Carolina, County of Greenville. For value received American B. & L. Association of Greenville, S.C. does hereby waive the lien of that certain mortgage executed to it in the sum of \$1500.00 executed by Ansel I. Miller and Marie Smith. (Said mortgage bears date the 5th day of February, 1924 and is recorded in the R.M.C. office for Greenville, S.C. in Book 132 at Page 195) in favor of the within mortgage and indebtedness to Home Building and Loan Association.

It is the intention hereof to make the lien of the within mortgage a first lien upon the property therein described and to make the lien of American Building & Loan Association a second mortgage thereon.

Witness the signature and seal of the said American Building & Loan Assn. by its duly authorized officers this 2nd day of February, 1925. In the presence of: *W. A. Jones*, American Building & Loan Association (Seal) By: *Chas. M. M. Gee, Secy & Treas.*

Personally appeared before me *W. A. Jones* who on oath says that he saw *Chas. M. M. Gee* as Secy & Treas of American Building & Loan Assn. sign, seal with the corporate seal, and as the act and deed of said corporation deliver the above written instrument of release.

Sworn to and subscribed before me this *2nd* day of *February*, A. D. 1925. *P. C. Poole* (Seal) Notary Public for S.C. 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.