

STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

Whereas J. M. Divver, of Greenville

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 Two thousand and no/100

dollars (\$ 2000.00), to be paid on or before the date when the 26th 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 and being known and designated as Lot Number Sixty-nine (69) of Block "F" according to map or plat of "East Park" of record in office of R.M.C. for Greenville County, State aforesaid in Plat Book "A", at page 383, reference to which is hereby made, and described by metes and bounds as follows, to-wit: Beginning at an iron pin on Southwest side of Laurens Road as shown on said plat, being the corner of lots sixty nine (69) and seventy (70) and running thence in a southerly direction along the line between said lots sixty nine (69) and seventy (70) one hundred ninety five (195) feet and six (6) inches to an iron pin on Washington Road; thence North 58 deg. 30 min. East along said road eighty (80) feet to an iron pin corner of lots sixty nine (69) and sixty eight (68); thence along the line between said lots One hundred thirty seven (137) feet to an iron pin on the Laurens Road; thence North 68 deg. 30 min. West along Laurens Road fifty feet to an iron pin at the place of beginning. This is the same lot of land heretofore conveyed to J.M. Divver by deed of T.F. Hunt, Trustee, dated July 31, 1909 and recorded in R.M.C. Office in Book 5, at page 44, reference to which is hereby made.

Also, all that certain piece, parcel or lot of land situate lying and being in the State of South Carolina, County of Greenville, in Greenville Township and in the City of Greenville being a part of Lot Number sixty eight (68) of Block "F" of "East Park", according to a map or plat of said East Park of record in the office of the R.M.C. for said County and State in Plat Book "A", at page 383, reference to which is hereby made; said lot of land being described by metes and bounds as follows, to-wit: Beginning at an iron pin on the Laurens Road ninety (90) feet from the fork of Laurens and Washington Roads; thence running One hundred twenty three (123) feet six (6) inches to a stake on the Washington Road; thence along Washington Road South 58 deg. 30 min. West sixteen (16) feet and six (6) inches to the corner common to Lots sixty eight (68) and sixty nine (69); thence One hundred thirty seven (137) feet along the line between lots sixty eight (68) and sixty nine (69) to a stake on the Laurens Road; thence South 68 deg. 30 min. East along the Laurens Road, ten (10) feet to the beginning corner. This is the same lot of land heretofore conveyed to J.M. Divver by deed of T.F. Hunt, Trustee, dated July 20, 1911 and recorded in said R.M.C. Office in Book 7, at page 532, reference to which is hereby made.

Also, all that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville and in Greenville Township and in the City of Greenville, being a part of Lot sixty eight (68) of Block "F" of "East Park" according to a map or plat of said East Park of record in the said R.M.C. office in Plat Book "A", at page 383, reference to which is hereby made; said lot of land being described by metes and bounds as follows, to-wit: Beginning at a stake at fork of Laurens Road and Washington Road, and running thence North 68 deg. 30 min. West along said Laurens Road, Ninety (90) feet to stake on said Laurens Road; thence with line of lot of J.M. Divver one hundred twenty three (123) feet and two (2) inches to a stake on Washington Road; thence North 58 deg. 30 min. East One hundred fifty three (153) feet, six (6) inches to the beginning corner. This is the same lot of land heretofore conveyed to J.M. Divver by deed of Probate Court dated June 2, 1925 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.