

All of the above described lands having been conveyed to the said Fred E. Swan by the Ballinger Co. by deed dated March 26th 1930 and recorded in the records of the Register of Deeds Conveyance for Greenville County, State of South Carolina, in Vol. 114 on page # 352 and dated April 12th 1930

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 W. W. Capps heirs and assigns, forever. And I do hereby bind Myself and My heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said W. W. Capps heirs and assigns, from and against Myself and My heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is further agreed, that said Mortgagee, his heirs and assigns shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the holder of this Mortgage may pay the same, whereupon the entire debt secured by this Mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

And the said W. W. Capps agrees to pay the said debt or sum of money with interest thereon, according to the true intent and meaning of the said Note together with all cost and expenses which the said W. W. Capps shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these Presents, that if I the said Fred E. Swan do and shall well and truly pay, or cause to be paid unto the said W. W. Capps the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and conditions thereunder then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that in case of foreclosure of this Mortgage, the sum of money secured by this Mortgage shall recover of the Mortgagee a reasonable sum, or attorney's fee, which shall be secured by this Mortgage, and shall be included in judgment of foreclosure.

WITNESS my Hand and Seal, this 17th day of October

in the year of our Lord one thousand nine hundred and thirty and in the one hundred and fifty-fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of J. M. Early } Fred E. Swan (L. S.)
Isabelle Capps Swan (L. S.)

STATE OF SOUTH CAROLINA, } MORTGAGE OF REAL ESTATE
Folk Greenville County. }

PERSONALLY appeared before me, J. M. Early and made oath that he saw the within named Fred E. Swan + his wife Isabelle Capps Swan sign, seal, and as their act and deed, deliver the within written Deed; and that Louis Lehman witnessed the execution thereof.

SWORN to before, this 17th day of Oct. A. D. 1930
Chas. J. Lynck (SEAL.)
My Comm. Exp. Sept. 27, 1931 Notary Public for S.C.
J. M. Early

STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER
Folk Greenville County. }

I, Charles J. Lynck do hereby certify unto all whom it may concern that Mrs. Isabelle Capps Swan the wife of the within named Fred E. Swan did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named W. W. Capps, his heirs and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 17th day of October A. D. 1930
Chas. J. Lynck (L. S.)
My Commission expires Sept. 27, 1931 Notary Public for S.C. Folk County N. C.
Isabelle Capps Swann
 Recorded for Dec. 22 at 7:00 a. m. 1930

Administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons served in accordance with the provisions of this Mortgage after default in the conditions thereof.