

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I Thomas H. Pope of the City and County of Greenville in the State aforesaid, hereinafter called Mortgagor, send greeting:

WHEREAS, the Mortgagor is well and truly indebted to GRACE SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Virginia, with its principal office in the City of Richmond, hereinafter called the Mortgagee, in the full and just sum of Seventy-nine hundred fifty-nine and no/100 Dollars (\$ 79,590.00) for money lent as evidenced by certain promissory note, signed by Thomas H. Pope and Kate Miller Pope

of even date herewith, payable to bearer, at office of the Mortgagee, at Richmond, Va., in the amounts and to become due as follows: in twenty-four (24) monthly installments of one hundred twenty three and 50/100 (\$123.50) dollars each, beginning on the 1st day of April 1928, and thereafter on the first day of each month until paid in full. For a more complete setting forth of the terms and conditions reference is said note is hereby made.

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The said note contains a waiver of presentment, demand, protest, and notice of dishonor and protest as by reference to said notes will more fully appear. NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof, and interest thereon, as well as the payment when due by the Mortgagor to the Mortgagee of all other sums becoming due under the terms of said note and of this Mortgage, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents doth grant, bargain, sell and release, unto the Mortgagee, its successors and assigns forever, all the following described real estate, situate, lying and being in the

State of South Carolina, particularly described as follows: "All that certain piece, parcel or lot of land, together with all buildings and improvements thereon and designated as Lot # 95 on plat of property of the B. R. Land Development Co., recorded in the office of the S. C. for Greenville County, in Plat Book "G", Page 20 showing the following notes and boundaries:

Beginning at an iron pin on the south side of N. Drex Street corner of Lot # 94, and running thence along N. Drex Street N. 84-41 W. 70 feet to an iron pin, corner of Lot # 96; thence along line of Lot # 96 N. 4-04 E. 183.6 feet to an iron pin; thence S. 84-24 E. 70 feet to an iron pin; thence S. 4-04 W. 84 feet to the beginning corner."

This being the same plot of land conveyed to Thomas H. Pope by deed dated February 19th 1928, and recorded in the office for Greenville County, in Deed Book 130, Page 275.

I do hereby understand and agreed that this mortgage is given to a second and mortgage - given by Thomas H. Pope to the First National Life Insurance Co. in the principal sum of \$10,000.00 dollars, dated March 1st, 1928, payable as follows: \$300.00 one year from date; \$500.00 2 years from date; \$700.00 3 yrs from date; \$300.00 4 yrs from date; and balance of \$8200.00 5 yrs from date, with interest at the rate of 6%.

TO HAVE AND TO HOLD, The above described real estate, together with the buildings and improvements now or hereafter on said lands, if any, and all personal property now or hereafter attached in any manner to said buildings or improvements, and all the rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining, all and singular, unto the Mortgagee, its successors and assigns forever.

And the Mortgagor hereby binds himself, his heirs, representatives and assigns, to warrant and forever defend, all and singular, the said real estate unto the Mortgagee from and against himself and his heirs, representatives and assigns and every person whomsoever lawfully claiming the same, or any part thereof, except as against the Mortgagee in the first mortgage referred to at the end of the descriptive clause hereof, if any.

And it is hereby covenanted and agreed between the parties hereto, as follows, to-wit:

First:—That the Mortgagor (a) will pay the said debt or sum of money, and interest thereon secured hereby and also that secured by the said first mortgage above referred to, as and when the same shall be due and payable, according to the true intent and meaning of the said note or notes, or any renewals thereof, or of any portion thereof, and especially will pay on demand all costs and expenses of whatever nature which the Mortgagee shall incur or be put to, for collecting the said debt or sum of money and interest thereon, by demand of attorney or by legal proceedings, or for protecting or enforcing through especially employed attorneys and agents, and by legal proceedings or otherwise, any of its rights under the provisions of this Mortgage, all of which said costs and expenses are hereby made a part of the debt herein secured; (b) will execute and cause to be executed such further assurances of title to the said real estate, and take, and cause to be taken, such steps, including legal proceedings, as may at any time appear to the Mortgagee to be desirable to perfect its title to the said real estate free from defect, cloud or encumbrance; (c) will pay all taxes and charges assessed on said real estate before the same shall become delinquent, and immediately thereafter exhibit to the Mortgagee official receipts showing the payment of same; (d) will, at his own expense, during the continuance of this debt, keep the buildings on said real estate constantly insured against loss by fire, in some responsible stock fire insurance company or companies satisfactory to the Mortgagee, for an amount not less than

thousand and no/100 (\$13,000) Dollars,

with the loss, if any, payable under New York Standard Mortgage Clause with contribution clause stricken, or a substantially similar clause, to the Mortgagee, as its interest may appear, and will pay the premium or premiums on the policy or policies in advance, and deliver the policy or policies as additional security, and where renewal policies are necessary in the performance of this covenant will deliver them to the Mortgagee at least ten days before the expiration of the existing insurance, (and the avails of said insurance, if any loss occurs, shall, at the option of the Mortgagee, be applied to the payment of the debt here secured, or applied to the restoration of said improvements); if there shall be a lien on the property hereby conveyed which is superior to the lien of this mortgage delivery of the insurance policies to the Mortgagee therein shall constitute a compliance herewith, provided that the Mortgagee clause above referred to in favor of the Mortgagee herein is attached to the policies so delivered; (e) will not permit or commit any waste of said real estate, nor alter, tear down, or remove any buildings or other improvements on said real estate, and especially will not cut or permit any cutting of timber except for the necessary and ordinary requirements of said real estate and will keep all the said buildings and other improvements in as good condition of repair as they now are, and should there be impairment or deterioration in their value in the opinion of the Mortgagee, will immediately, upon demand, make such repairs as to the Mortgagee may seem necessary and reasonable. And if the Mortgagor shall fail to pay the said taxes and charges, or to execute said assurances of title or take such steps as may seem desirable to the Mortgagee to perfect its title to said real estate, free from any defect, cloud or encumbrance, or to keep the buildings on said real estate constantly insured as is hereinbefore stipulated or shall permit or commit said waste, or alter, tear down, or remove any of said buildings or other improvements or cut or permit the said cutting of timber beyond the necessary and ordinary requirements of said real estate or fail to keep said buildings in as good condition of repair as they now are, or to make such repairs as to the Mortgagee may seem necessary and reasonable, the Mortgagee may at its option, without notice, pay the said taxes and charges, and take such steps as may seem to it to be desirable to perfect its title to said real estate free from any defect, cloud or encumbrance, and effect or renew said insurance at Richmond, Va., for such period and in such Company, as it may deem advisable, and pay any premiums becoming due thereon, and take such steps as may be necessary to prevent said waste, impairment or deterioration, or improper cutting of timber, or to keep said buildings in as good condition as they now are, or make said repairs; and all amounts paid out by it in connection with the same shall thereupon become a part of the debt herein secured and with interest at the rate of six per centum per annum until paid, shall become due and payable at the expiration of a period of thirty days thereafter.