

To McKee Investment Company, by the Carolina Loan and Trust Company by deed, dated Nov. 3, 1937, and recorded in the G. M. L. office for Greenville County.

(3) All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Bellville Township, near the S.W. corner of Greenville, in a subdivision known as the First and being more particularly described as Lot No. 5, in said subdivision recorded in the G. M. L. office for Greenville County in Plat Book A, at page 317, and more described as follows:

Beginning at an iron pin on the south side of Post Street, joint corner of Lots 4 and 5, which corner is 225 feet distant from the southwest intersection of Post and Miller Streets, and running thence along the south side of Post Street, S. 7 1/2 E. 120 feet to an iron pin corner of Lots 5 and 6, thence along line of Lot 6, S. 7 1/2 E. 160 feet, more or less, thence N. 74 1/2 E. 80 feet to an iron pin, rear corner of Lot No. 4, thence south line of that lot, N. 10 1/2 E. 160 feet, more or less to the beginning corner. Being the same lot conveyed to McKee Investment Company by The Carolina Loan and Trust Company, by deed dated Feb. 15, 1936 and recorded in the G. M. L. office in Vol. 185, Page 244.

The undersigned herewith expressly warrants that there are no prior liens of any kind whatsoever against any of the above described lots and this mortgage constitutes a first and prior lien on said said premises.

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 Peoples National Bank, as Executor and Successor for the estate of J. D. Rice, its successors, Heirs and Assigns forever. And said corporation

itself does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said Peoples National Bank, as Executor and Successor for the estate of J. D. Rice, its successors, Heirs and Assigns from and against itself and its Successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and building on said lot in a sum not less than One Thousand, Five Hundred and no part (Five hundred) Dollars, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself

for the premium and expenses of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said corporation, does

hereby assigns the rents and profits of the above described premises to said mortgagee, or

its successors, Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at Chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying cost of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if

the said mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, 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 the said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.

IN WITNESS WHEREOF, the said granting corporation has caused its corporate seal to be hereunto affixed and these Presents to be subscribed by its duly authorized officers

on this, the Tenth day of November in the year of our Lord one thousand nine hundred and twenty thirty seven and in the one hundred and Sixty second year of the Sovereignty and Independence of the United States.

Signed, Sealed and Delivered in the Presence of: Mary Chandler, Mattie Jane Harling

McKee Investment Company, by C. A. Long, President, and W. R. Hall, Jr., Secretary



STATE OF SOUTH CAROLINA, County of Greenville.

PERSONALLY appeared before me Mary Chandler and made oath that he saw C. A. Long as President and W. R. Hall, Jr., as Secretary of McKee Investment Company a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal; and as the act and deed of said corporation, deliver the within written mortgage, and that he, with Mattie Jane Harling witnessed the execution thereof.

SWORN to before me, this 10th day of November, A. D. 1937, D. B. Cain (L. S.) Notary Public for South Carolina.

Mary Chandler

Recorded Nov. 10th 1937, at 10:15 o'clock, A. M.