

STATE OF SOUTH CAROLINA,

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS the said Mortgagor is well and truly indebted in and by five negotiable promissory notes in writing bearing date the second day of February A. D. 1931, for the principal sum of Eight Thousand Five Hundred Dollars, with interest thereon at the rate of 7 per centum per annum from the first day of February 1931, until paid, four of said notes numbered from 1-C to 4-C, both inclusive, of Two Hundred and Fifty and no/100 Dollars, each, with coupon interest notes attached, payable semi-annually, and one of said notes numbered from 1-D to 1-D, both inclusive, of Seven Thousand Five Hundred Dollars each, with coupon interest notes attached, payable semi-annually, and one of said notes numbered from 1-A to 1-A, both inclusive, of Two Dollars each, with coupon interest notes attached, payable semi-annually, all made by W. H. Hammett and payable to bearer at the office of Notling First Mortgage Corporation, Richmond, Virginia, as follows:

- #1-C for \$250.00 February 1, 1932; #3-C for \$250.00 February 1, 1934. 2-C for \$250.00 February 1, 1933; 4-C for \$250.00 February 1, 1935.
- #1-D for \$7500.00 February 1, 1936.

As additional security for the payment of the principal amounts herein secured with interest thereon at the rate of 7% per annum, as they respectively become due and payable, the party of the first part hereby assigns to the party of the second part the rents and profits arising from the lease or use of the property herein conveyed for a period of two years, beginning on the 1st day of February 1931 and ending January 31st, 1933, to be collected monthly, by an agent of the party of the first part duly authorized in writing. Which rents and profits, as collected shall be deposited with Notling First Mortgage Corporation, Richmond, Virginia, and held by it as a sinking fund to provide for the payment of the indebtedness herein secured, Principal and interest, as and when they shall respectively become due and payable, but the said party of the second part shall not become liable for the failure to collect any or all of said rents and profits, nor shall the party of the first part be relieved from the payment of said indebtedness or any part thereof by reason of the failure of the party of the second part to collect the same.

The said coupon interest notes are likewise payable to bearer at the office of Notling First Mortgage Corporation the first day of August and February in each year upon presentation and surrender as they severally mature; all interest not paid when due to bear interest at the same rate as the principal; that if any default be made in the payment of any of the indebtedness herein provided for, when the same shall become due and demandable, the mortgagor hereby gives the mortgagee the right to declare the whole debt hereby secured immediately due, payable and collectible under this mortgage, who may sue thereon and foreclose this mortgage; said notes further providing for a reasonable attorney's fee beside all cost and expenses, or any sum or sums expended by the mortgagee hereunder, to be added to the amount due on said notes and to be collectible as a part thereof, if the same be placed in the hands of any attorney for collection or if said debt, or any part thereof be collected by an attorney, or by legal proceedings of any kind, all of which is secured under this mortgage, as in and by said notes, reference being thereunto had, will more fully appear.

NOW, THEREFORE, THIS DEED, DATED THIS Second DAY OF February 1931, WITNESSETH: That W. H. Hammett, the mortgagor, in consideration of said debt and sums of money aforesaid, and for better securing the payment thereof, according to the terms of the said promissory notes and the true intent and meaning thereof; and also in consideration of the further sum of Three (\$3.00) Dollars to the mortgagor in hand well and truly paid by the mortgagee at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto E. J. Lehmann, the mortgagee, the following described property.

of the second part to Notling First Mortgage Corporation the first day of August and February in each year upon presentation and surrender as they severally mature; all interest not paid when due to bear interest at the same rate as the principal; that if any default be made in the payment of any of the indebtedness herein provided for, when the same shall become due and demandable, the mortgagor hereby gives the mortgagee the right to declare the whole debt hereby secured immediately due, payable and collectible under this mortgage, who may sue thereon and foreclose this mortgage; said notes further providing for a reasonable attorney's fee beside all cost and expenses, or any sum or sums expended by the mortgagee hereunder, to be added to the amount due on said notes and to be collectible as a part thereof, if the same be placed in the hands of any attorney for collection or if said debt, or any part thereof be collected by an attorney, or by legal proceedings of any kind, all of which is secured under this mortgage, as in and by said notes, reference being thereunto had, will more fully appear.

All that piece, parcel or lot of land in Greenville Township, County and State aforesaid, at intersection of North Street and Laurens Road, and beginning at said intersection and running thence with South side of Laurens Road S. 40 E 237 feet to iron pin on Whitsett Street, sometimes called Exchange Avenue, thence with said Street S. 36-45 N. 40 feet to iron pin in line of City Park property; thence with line of said City Park property N. 35-45 W. across Richland Creek 135 feet to pin; thence with Richland Creek S. 37-40 W. 29 feet to pin; thence with said Griffin property; thence with said Griffin property N. 21-15 W. 176 feet to pin; thence N. 35-45 W. 79 feet to pin; thence N. 75 E 20 feet to beginning corner, and being the same property conveyed to W. H. Hammett, by South Atlantic Investment Corporation by deed dated February 2, 1931 and to be recorded simultaneously herewith.

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Notary Public
E. J. Lehmann
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E. J. Lehmann