

all that piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, in ward 6, on the east side of Houston Street known and designated as Lot #3 and a part of Lot #5, Block "4" as shown on plot of Chaplin Springs Land Co., said Plot being recorded in office of the Register of mesne Conveyance, Greenville County, State of South Carolina, in Plot Book "9" at page 411, and having the following Metes and having the following Metes and bearings, to-wit:

Beginning at an iron pin on Houston St., corner of lot #4, block "4" of Chaplin Springs Land Co., which pin is 60.1 feet from the northeast corner of Houston street and Lucile Avenue, and running thence with Houston St. N. 2-0 E. 60.1 feet to an iron pin at corner of Lot #2, Block "4". thence N. 88-0 E. 148.9 feet to stake; thence S. 2-0 E. 60 feet to stake; thence S. 88-0, W. 153.1 feet to beginning corner. Being the same lot of land conveyed to Thomas H. Pope, by C. S. Battalan by deed dated March 2, 1923, and recorded in office of R. M. C. for Greenville County, in deed Book 813. at page 483, Being the same property conveyed C. T. H. Corporation by E. Johnson, Master by deed dated November 28, 1924 and of recorded in the office of mesne conveyance of Greenville County, South Carolina, in Book 173 page 226. To have and to hold, all and singular, the above described property, together with the building and improvements on said lands, and the rights, privileges, advantages and appurtenances thereto belonging or in any wise appertaining, unto the said Mortgagee, its successors and assigns forever.

But in trust, nevertheless, for the benefit and security of the holder of the promissory note, issued under and secured by this mortgage, in accordance with the term hereof and for the enforcement of the payment thereof when payable, in accordance with the true intent and meaning and stipulations hereof. And of said note.

Only such note shall be certified by L. O. Lohmann, mortgagee, by the signing of the certificate endorsed thereon shall be secured by this mortgage, or be entitled to any benefit or lien hereunder and such certificate of L. O. Lohmann, Mortgagee, shall be conclusive evidence that the note so certified has been duly issued hereunder and is entitled to the benefit of the trust hereby created.

And it is hereby covenanted and agreed between the parties hereto, representing themselves their successors, and assigns as follows: to-wit:

That the Mortgagee agrees to pay the debt or sums of money, with interest thereon, according to the true intent and meaning of the said promissory note but the said note, as expressly provided on its face, payable by the mortgagee only out of the excess of income from real estate hereby conveyed and above the expenses of holding, maintaining, and operating the same, and/or out of the net proceeds from the sale thereof, and the mortgagee shall not be liable to pay the said note, as to either principal or interest, except to the extent of such excess in come from and/or net proceeds of the sale of said real estate as may come into its hands.