

## MORTGAGE OF REAL ESTATE

37276 PROYNOR-LARRARD CO.-GREENVILLE

from John T. Bramlett, Judge of Probate, to Pates & Allen, recorded in volume 18, at page 487, of R. M. C. Office for Greenville County.

Also, all that other certain piece, parcel or tract of land situate, lying and being in the County and State aforesaid, adjoining the above described lands, containing 20 acres, more or less; for a fuller description see deed from Pates & Allen to Mack Saxon, dated June 28, 1917. Also, all that certain other piece, parcel or tract of land situate, lying and being in Austin Township, County and State aforesaid, adjoining lands of W. H. Austin, Q. A. Forrester, W. M. Garrett and R. C. Means and having the following metes and bounds, to wit: Beginning at a stone (Q. A. Forrester's line); thence N. 14 E. 28.22 chains, corner of lands of R. C. Means; thence with his line N. 80 W. 7.60 Chains to a stone; thence S. 25 W. 11.55 chains to a stone; thence S. 13 E. 17.50 chains to a stone; thence S. 77 E. 2.18 chains to the beginning corner containing 20 acres, more or less. In the above description there is included three and one-half acres of land that was conveyed to W. M. Garrett by Mack Saxon by deed recorded in Vol. 43, Page 299, which is not conveyed by this deed.

The above described three tracts of land containing in the aggregate 47½ acres. more or less. Excepting, however, a 10 acre tract conveyed by W. O. Groce to H. P. Payne by deed dated July 10, 1929, and recorded in Deed Book 137, Page 233, R. M. C. Office for Greenville County.

Excepting also two tracts, one containing 3.78 acres and another .33 acres conveyed by W. O. Groce to W. M. Burnett by deed dated March 28, 1929, recorded in Deed Book 107, page 76 R. M. C. Office for Greenville County.

Excepting also a tract containing 2.27 acres conveyed by W. O. Groce to H. P. Payne by deed dated March 28, 1929, and recorded in Deed Book 145, page 300, R. M. C. Office for Greenville County.

Excepting also a strip approximately 15 feet wide by 800 feet long conveyed by W. O. Groce to W. M. Burnett by deed dated March 28, 1929, and recorded in Deed Book 150, page 328, R. M. C. Office for Greenville County.

This mortgage conveys 30.9 acres, more or less, from the original 47½ acre tract set out above, and is the same property conveyed to the mortgagor by deed of E. Inman, dated December 6th, 1930, and recorded in R. M. C. Office of Greenville County in Volume 140, at page 262.

FOURTH TRACT: All those certain parcels or lots of land situate in Hampton County near Lena, South Carolina, on or near the Grass Hill public road, and being designated on a plat prepared by Dalton & Neves, Civil Engineers of Greenville, S. C., dated October 30th, 1930, as follows: Lot No. 2 in Section J; Lots Nos. 3 and 4 in Section K; Lots Nos. 3 and 4 in Section L; Lot No. 2 in Section M; Lots Nos. 1 and 2 in Section N; Lots Nos. 1, 2 and 3 in Section O. Reference to said plat is hereby made for a description of said property by metes and bounds, courses and distances.

This is the same property conveyed to the mortgagor by deed of T. Oregon Lawton dated and recorded in R. M. C. Office of Hampton County in Volume at page TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the premises belonging or in anywise incident to or appertaining.

TO HAVE AND TO HOLD all and singular into the said Pyramid Life Insurance Company, its successors and assigns forever. And the said mortgagor does hereby bind itself and its successors to warrant and forever defend all and singular the premises unto the mortgagee hereinabove named, and its successors and assigns, against itself and its successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is hereby declared that the lien of this mortgage shall be for the pro-rata protection of the holder, or holders of said notes, which shall be secured equally, ratably, irrespective of date, or otherwise.

The mortgagor agrees to promptly pay and discharge all taxes and assessments and other public dues which may be levied against the mortgaged property, In case of a failure to pay such taxes or assessments, the same may be paid by the mortgagee out of any funds in its hand, or it may advance the money wherewith to pay such taxes and reimburse itself for such advance, with interest at the rate of six (6%) per cent per annum, out of any funds coming into its hand under the terms of this mortgage. And such advances are hereby declared to be a first lien upon the mortgaged premises and the proceeds of sale.

Should any of the notes become due and unpaid for a period of sixty days, the mortgagee shall have the right to institute foreclosure proceedings and the expenses and costs of such proceeding including an attorney's fee of five (5%) per cent, shall be paid out of the proceeds of sale, and shall be a first lien upon the mortgaged premises and the proceeds of sale. In case of a foreclosure, the mortgagee shall have the right to have a receiver appointed by the Court, upon motion, either at Chambers or otherwise, with authority to take charge of the premises and collect the rents and profits, applying the net proceeds, after paying the costs 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 pays or causes to be paid unto the mortgagee, the