

MORTGAGE OF REAL ESTATE

37276 PROVINCE-JARRARD CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, H. V. Balcombe, of the County of Greenville, State of South Carolina, Send Greeting:
 Whereas, I the said H. V. Balcombe in and by certain note bearing date the 22nd day of June A. D. 1937, stand firmly held and bound unto The First Carolinas Joint Stock Land Bank of Columbia, hereinafter for convenience called the Land Bank for the payment of the sum of one thousand five hundred sixty and 86/100 (\$1,560.86) Dollars, payable with interest from November 1, 1936 at the rate of 6% per annum, both annual installments, the seven first installments being each for \$251.36 and the eight or last installment being for \$251.32, said installments being payable one thereof on the first day of November of each of the years 1937 to 1944 both inclusive; together with all costs of collection, including ten per cent attorneys' fees, if said note be not paid when due and the same is placed in the hands of an attorney for collection, as in and by said note or obligation, reference being thereunto had, will more fully appear. This mortgage and said note or obligation and the income derived therefrom are, and shall be deemed to be instrumentalities of the Government of the United States and exempt from taxation in accordance with the terms of the Federal Farm Loan Act.

Now Know All Men, That I the said H. V. Balcombe mortgagor herein in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Land Bank and also in consideration of the further sum of Three Dollars, to undersigned mortgagor in hand well and truly paid by the said Land Bank at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto the said Land Bank, all that certain piece, parcel or tract of land, containing 42.29 acres, more or less, located, lying and being in Austin Township, County of Greenville, State of South Carolina, being bounded on the north by the lands of F. D. Hunter, east by lands of F. D. Hunter and Mell Jones; south by the lands of J.H. Goodwin; and west by lands of D. N. Mayfield, and having such shape, metes, courses and distances as will more fully appear by reference to a plat thereof made by W. J. Riddle, Surveyor, September, 1921; this being the land this day conveyed to the mortgagor by the mortgagee, by its deed to be recorded, this mortgage being given to secure the credit portion of the purchase price of said conveyance.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining.

And it is agreed, by and between the said parties, that all plumbing heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting an unfurnished buildings similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is agreed that in consideration of the making of the loan secured hereby, the mortgagor has waived, released and relinquished, and hereby waives, releases and relinquishes the benefit of The Mortgage Foreclosure Procedure Act, the Deficiency Judgment Act and of all moratorium or other laws which have been, or which may hereafter be, passed by the legislature of the State of South Carolina affecting the mortgagor's liability for the debt secured hereby, or the enforcement of the lien of this mortgage, and covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental hereinafter provided in case of holding over after completion of sale.

To Have and to Hold all and singular the said premises unto the said Land Bank, its successors and assigns forever. And the mortgagor binds himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Land Bank, its successors and assigns from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same, or any part thereof.

And it is agreed, by and between the said parties, that the said mortgagor (which expression herein shall include his, or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and building on said land, and keep the same insured in companies satisfactory to the mortgagee, from loss or damage by fire in the sum of three-fourths of the value thereof and assign the policy of insurance to the said mortgagee (which expression herein shall include its successors, or assigns), and in case he or they shall at any time neglect or fail so to do, then the said mortgagee may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.

And it is further agreed, that said mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may

Handwritten notes and signatures:
 Paid in full...
 H. V. Balcombe
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