

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Whereas Lizzie H. Hughes, Nancy H. Tenzler, Hortense H. Brantley, Robert Rowley Howard, Lillie M. May, Harold Roberts, Louise R. Bryson, Albert Roberts, Pauline R. Cooper, Margaret Roberts and Dorothy Roberts, sole heirs at law and distributees of Sanford Vandiver Howard, late, of the County of Greenville, in the State aforesaid, (hereinafter referred to as the "mortgagor") in and by a certain principal promissory note or notes (hereinafter referred to as "Notes", whether, one or more) in writing due as follows: in semi-annual installments of not less than fifty dollars (\$50) each, on the seventh day of every November and the seventh day of every May hereafter until paid in full, is well and truly indebted to L. O. Patterson, Trustee for R. H. Cunningham and W. P. White, (hereinafter referred to as the "mortgagee") in the full and just sum of two hundred and seventy-five dollars (\$275.00); all of said notes bearing even date herewith and bearing interest from this date at the rate of seven per cent. per annum, to be computed and paid semi-annually until paid in full; all interest not paid when due to bear interest at the rate of seven per cent. per annum; it being hereby agreed that each of said notes shall bear interest after maturity or after default in payment at the rate of seven per cent, per annum, to be computed semi annually, all interest not paid when due to bear interest at the rate of seven per cent. per annum; all the terms and covenants of said notes being hereby made parts hereof as fully as if set out at length herein.

Now, know all men that said mortgagor, in consideration of said debt and for the purpose of securing the payment thereof, and in further consideration of the sum of one dollar paid to said mortgagor by said mortgagee at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said mortgagee and his heirs, successors and assigns all that certain lot, piece, parcel or tract of land situate, lying and being in the State of South Carolina and County of Greenville, in Greenville Township, about two miles north-west of the City of Greenville, including two lots known and designated as lots numbered three (3) and four (4) of Mountain View, according to a plat of said subdivision made by W. A. Adams in February, 1910, and recorded in the office of the Register of Mesne Conveyances for said county and state in Plat Book "A", on page 398; said lots having collectively the following metes and bounds, to wit: beginning at a stake on the west side of the Buncombe Road, two hundred and thirty-seven (237) feet northward from Martin Street (said stake being on the north-east corner of Lot No. 2 on said plat), and running thence along said Buncombe Road N. 22 W. one hundred and thirty-eight and one-half (138½) feet to a stake on the corner of Lot No. 5; thence with last mentioned lot in a westerly direction one hundred and ninety (190) feet to a stake on a ten foot alley; thence southward along said alley one hundred and thirteen and one-half (113½) feet to a stake on corner of Lot No. 2; thence with last mentioned lot in an easterly direction one hundred and ninety-six (196) feet to the beginning corner. This is the same land conveyed to said S. V. Howard by J. L. Redden by deed dated Jan. 15, 1920, and recorded in said office in Book 57, at page 481. Said S. V. Howard died intestate on September 28, 1927, having survived his wife, Nancy Clementine (who died on January 16, 1922), and leaving as his sole heirs at law and distributees the mortgagors hereinabove named, whereof Lizzie H. Hughes, Nancy H. Tenzler, Hortense H. Brantley and R. R. Howard are children of said S. V. Howard, and the seven other mortgagors above named are his grandchildren, being children of Mary Ebner Howard Roberts (daughter of said S. V. Howard), who died on March 6, 1924. Said S. V. Howard gave two mortgages on said premises, dated May 15, 1922, and May 4, 1927, respectively, recorded in said office in Book 113, page 17, and Book 116, page 74, respectively, both now belonging to said L. O. Patterson, as trustee. There is no other lien or encumbrance on said premises by mortgage, judgment or otherwise, except a mortgage given by Hortense H. Brantley to Mary J. Richardson, dated May 30, 1929 (to be paid from the proceeds of the present loan), and recorded in said office in Book 217, page 60.

The interest being badly in arrears on the said mortgage recorded in Book 116, page 74, it is hereby agreed that said mortgagee may take possession of said premises immediately, as provided in clause number five of the agreement hereinafter contained.

Said mortgagee, by accepting this instrument, agrees to look solely to the above described premises for the payment of said notes, and waives his right to a personal or deficiency judgment in case said premises sell under a decree of foreclosure for an amount insufficient to pay the amount due.

being the same land conveyed to said mortgagor by on 19, by deed recorded in the office of the Register of Mesne Conveyances or Clerk of Court for County, S. C., in Deed Book Page .

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 mortgagee and his successors, heirs and assigns forever. And said mortgagor does hereby bind himself and his heirs, executors, administrators and successors