

MORTGAGE OF REAL ESTATE

37276 PROVINCE-JARRARD CO.-GREENVILLE

of the Third part or the holder of said note or notes evidencing said indebtedness or any part thereof, it shall be lawful for, and the duty of, the said party of the Second part to advertise at the County Court House Door of the County where property is located for a time not less than thirty days, and also to publish notice of said sale once a week for four weeks in some newspaper published in the County where the property is located, therein appointing a day and place of sale, and at such time and place to expose said property, or so much thereof as may be necessary, at public sale to the highest bidder for cash, or upon such terms as the party of the third part may direct, and, upon such sale, to collect the purchase money and convey title to the purchaser; and said party of the Second part, first retaining the usual compensation received by Trustees for making such sale, not to exceed five per cent, of the proceeds of such sale, and for all services performed and expenses incurred, out of the proceeds of such sale, shall apply so much of the residue as may be necessary to pay off and discharge said note and all interest then accrued and due thereon, as well as any other indebtedness which may be owing to the party of the Third part, by the party of the First part, and shall pay the surplus, if any remain, to said party of the First part, its legal representatives or assigns, and the said Trustee may require the successful bidder at said sale to deposit ten per cent, of the amount of his bid in cash as a guarantee of his compliance with his bid, pending preparation and delivery of the deed by the trustee.

AND IT IS STIPULATED AND AGREED, that if the said party of the First part shall pay off said note and interest thereon as herein or in said note provided, and discharge fully the trusts herein declared as herein required at any time before such sale, then this deed shall become null and void, or, if the same shall be done by a sale of a part of such property, then so much of said property as may not have been sold and is not required to meet any of said trusts shall be reconveyed to the party of the First part or the title thereto be revested in it according to the provisions of law.

And the party of the First part covenants that it is seized of said lands in fee, and has right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever; and further, that it will pay all taxes, assessments and insurance premiums upon all parts of the property described herein; that it will not create or permit to accrue, any debt, lien or charge which would be prior to, or on a parity with, the lien hereby created upon any part of the said property; and that it will comply with all statutes, ordinances, regulations and requirements imposed by any governmental authority upon or with respect to said property or any part thereof.

AND IT IS FURTHER STIPULATED AND AGREED, that said Trustee shall be entitled to just compensation for any and all services performed and expenses incurred under this trust, which compensation shall constitute a part of the debt secured by this conveyance and be a lien on the property herein conveyed.

AND IT IS FURTHER STIPULATED AND AGREED, that any sums expended by the party of the Third part, or its assigns, for insurance of the property (if the property is insurable property) or for payment of taxes thereon, or to remove any prior liens or encumbrances, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at the same rate.

The holder of the evidence of indebtedness secured hereby, shall have the right, in its discretion and without the giving of any notice, to remove at any time the trustee or trustees named herein, and it is hereby authorized and empowered to appoint a successor or successors in ~~by written instrument executed by it, and such successor or successors in trust~~ in trust, appointed hereunder shall become vested with identically the same title to said premises and the same rights and powers, subject to the same duties, as the trustees hereunder.

IN TESTIMONY WHEREOF, The said Virginia Manufacturing Company has caused this instrument to be signed in its name by its President and Treasurer and Vice President, attested by its Secretary, and its common seal to be affixed hereto as of the day and year first above written all by order of its board of directors.

In the Presence of:

W. W. Wilkins
Hazel M. McMahan
As to George H. Anderson,
President & Treasurer.
E. Leo Seese
Helen C. Harte
As to C. E. Webb, Vice President
and James L. Shields, Secretary

VIRGINIA MANUFACTURING COMPANY (LS)
By George H. Anderson
President & Treasurer
And C. Edom Webb
Vice President
Attest: James L. Shields
Secretary



STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE,)

PERSONALLY appeared before me W. W. Wilkins and made oath that he saw George H. Anderson, as President and Treasurer of Virginia Manufacturing Company, a corporation chartered