

## MORTGAGE OF REAL ESTATE

37278 PROVISION-LANARD CO.-GREENVILLE

GEORGIA,  
HALL COUNTY.

THIS INDENTURE, Made this 20th day of September in the year of our Lord One Thousand Nine Hundred and Thirty Seven between S. W. Darnell of the County of Hall and State of Georgia, party of the first part, and Mrs. Gem. B. Smith of Manassas, Virginia party of the second part.

WTNESSETH: That said party of the first part, for and in consideration of the sum of One Hundred Fifty & No/100 Dollars in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said party of the second party her heirs, successors and assigns, all that tract and parcel of land, situated, lying and being in Greenville County, South Carolina known as Lot No. 22 of a subdivision of D. B. Tripp's land at River Falls, as per plat of said subdivision made by W. A. Hester, Surveyor, April 21, 1926, which plat is recorded in R. M. C. Office for said County and State in plat book G, page 89, reference to which is hereby craved.

Also deed from D. B. Tripp to S. W. Darnell, dated June 3rd, 1926, recorded February 22nd 1927 in record Book 134 page 17.

TO HAVE AND TO HOLD The said bargained tract, or parcel or land, together with all and singular the rights members and appurtenances thereto being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, her heirs, successors and assigns, forever in fee simple.

And the said party of the first part, for himself, his heirs, executors and administrators, warrants and will forever defend and title to the above described tract, or parcel of land, unto the said party of the second party her heirs, successors and assigns, against the said party of the first part heirs, executors and administrators, and against the claims of all persons whomsoever.

This deed is made to secure the payment of a debt, pursuant to the laws of Georgia in such case made and provided, or any renewal of said debt, or any part thereof, and is security for the obligation, hereinafter described, as well as any other obligations which may exist between the parties hereto until this deed is cancelled of record. The present obligations, between the parties hereto is evidenced by a note of even date in the amount of (\$500.00) Five Hundred Dollars.

Should the above described note or any renewal thereof, and the interest thereon, be paid according to the tenor and effect thereof when the same shall become due and payable, and should the said party of the first part well and truly keep and perform all and singular the covenants, conditions, stipulations and agreements herein contained for the said party of the first part to keep and perform, then this deed shall be cancelled and surrendered in accordance with Section 3309 of the Civil Code of Georgia, of 1910; it being intended by the parties hereto that this instrument shall operate as a deed and not as a mortgage.

It is understood and agreed between the parties hereto that the said party of the first part is to keep the buildings erected, or hereafter erected, on the above described tract of land insured in some solvent insurance company, subject to the approval of said party of the second part, against loss or damage by fire for an amount not less than 00 Dollars with loss, if any payable to said party of the second part, his heirs, representatives or assigns. It is further understood and agreed that said party of the first part is to pay all taxes and assessments that may accrue against said above described property before the same become delinquent. And should the said party of the first part fail to keep said property insured as above provided or fail to pay said taxes and assessments, as above provided, said party of the second part, or any one representing such second party, or the assigns of said second party, may insure said property, or pay said taxes and assessments, and any amount so paid for insurance or taxes and assessments shall become a part of the principal sum secured to be paid by this Deed, and shall bear interest at the rate of eight per cent per annum from date of such payment until repaid.

It is further understood and agreed between the parties hereto, that should said party of the second part, or any one representing said second party, or should the assigns of second party pay any amount for insurance, taxes, or assessments, as above provided, and the same should not be repaid within thirty days from the date of such payments, without notice; then, in either event-that is, default upon an interest payment or failure to repay any amount paid by said second party, the representatives of said second party or his assigns, for insurance or taxes or assessments, as above provided-the entire principal sum hereby secured to be paid shall immediately become due and collectible at the option of said party of the second part, her heirs, successors or assigns, time being the essence of this contract.

It is further understood and agreed between the parties hereto, that in case of default in the payment of the debt hereby secured to be paid said party of the second part her heirs, successors or assigns, may enter upon and take possession of the above described land, and sell the same for the purpose of paying the debt hereby secured to be paid, after first advertising the time, place and terms of said sale in some newspaper published in said county of Greenville once a week for four weeks immediately preceding said sale, which shall be on a legal sale day, within the legal hours sale, and in front of the court house door in the said county of Greenville, S. C. which said sale shall divest out of said party of the first part all right, title, interest or