

MORTGAGE OF REAL ESTATE

now or formerly of W. F. Reynolds, S. 58-30 W. 6,251 feet to a White Oak; thence N. 76-30 W. 3,015 feet to a stone; thence N. 19-55 W. 1,369 feet crossing an old road to a stone; thence N. 58-15 W. 500 feet to a stone on property now or formerly owned by W. A. Chandler; thence S. 58-55 W. 1,790 feet with Chandler's line crossing a branch to a stone in old Caesar's Head Road; thence along said Road, S. 36-20 E. 360 feet; thence still with said Road, S. 18-40 E. 215 feet to a stake; thence still with said Road, S. 64-15 W. 993 feet to a Maple and stone on branch; thence with said branch as a line in a southerly direction crossing the Geer Highway along property of Harding and McJunkin to the point of beginning. x

LESS, HOWEVER, the following tracts:-

(1) A tract of land containing 50 acres, more or less, in Greenville County, conveyed by the grantors herein to United States of America by deed dated December 31, 1937, and recorded in the R. M. C. Office for Greenville County, in Deed Book 201, at page 247, reference to which is hereby craved.

(2) A tract of land containing 23 acres, more or less, in Pickens County according to a survey by Dalton & Neves, Engineers, November, 1932, conveyed by Franklin Real Estate & Investment Company and J. E. Sirrine, as Trustees, to T. Charles Gower and L. P. Slattery by deed dated December 19th, 1932, and recorded in the Office of the Clerk of Court for Pickens County in Deed Book 4-A, at page 590, reference to said deed being hereby craved for a more complete description.

(3) Lot No. 2 of property of B. E. Geer, as shown on a plat made by Dalton & Neves, Engineers, July, 1933, situate in Pickens County, conveyed by Franklin Real Estate Investment Company and J. E. Sirrine, as Trustees, to I. Rex Rice, by deed dated January 19th, 1934, and recorded in the Office of the Clerk for Pickens County in Deed Book 4-C, at page 35, reference to said deed being hereby craved for a more complete description.

(4) Lot No. 3 as shown on a plat of B. E. Geer property made by Dalton & Neves, Engineers, July 1933, situate in Pickens County, conveyed by Franklin Real Estate & Investment Company and J. E. Sirrine, as Trustees, to Rena Rice Geer, by deed dated January 19, 1934, and recorded in the Office of the Clerk of Court for Pickens County in Deed Book 4-C, at page 36, reference to said deed being hereby craved for a more complete description

ALSO all that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, in Cleveland Township, containing 13-3/4 acres, more or less, situate on the East side of South Saluda River, described as follows:-

COMMENCING at an ash on the bank opposite a rock on the river, and running thence S. 88 E. 9.86 to a pine in the field; thence N. 77 E. 8.34 to the road; thence with the road towards the shoal to the spring branch and then with the branch to the center of the river and then down the river to the beginning corner, being the same tract of land conveyed to the mortgagor herein by Elizabeth Bates and others, by deed dated February 17, 1938, and recorded in the R. M. C. Office for Greenville County in Deed Book 202, at page 125.

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 FIRST & MERCHANTS NATIONAL BANK OF RICHMOND, its successors and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said FIRST & MERCHANTS NATIONAL BANK OF RICHMOND, its successors and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the house and buildings on said lot in a sum not less than ----- Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in-----name and reimburse----- for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, I hereby assign the rents and profits of the above described premises to said mortgagee, or its successors or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying 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 I, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee, the debt or sum of money aforesaid, with interest thereon, if any be due according to the true ^{intent} and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor is to hold and enjoy the said Premises until default of payment shall be made.