

MORTGAGE OF REAL ESTATE

38272 PROVINCE-LARRARD CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. W. A. Henderson, of the City of Greenville, County of Greenville, State of South Carolina, and hereinafter known and designated as Mortgagor, whether one or more, SEND GREETINGS:

WHEREAS, the mortgagor stands indebted unto HOME OWNERS' LOAN CORPORATION, a corporate instrumentality of the United States of America, organized and existing under and by virtue of an Act of Congress of the United States of America, known as Home Owners' Loan Act of 1933, as amended, with its principal place of business in the City of Washington, in the District of Columbia, in the United States of America, hereinafter known and designated mortgagee as evidenced by a certain promissory note of even date herewith, for the full and just principal sum of TWO THOUSAND FOUR HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$2475.00), payable to the order of mortgagee, together with interest thereon at the rate of five per centum (5%) per annum from date until paid, both principal and interest being payable on an amortization plan in monthly installments of Nineteen and 57/100 Dollars (\$19.57) on the first day of each month hereafter, beginning on the 1st day of May, 1938, and continuing until fully paid; the payments to be applied, first, to interest on the unpaid balance, and the remainder to principal until said debt is paid in full. Additional payments of principal in any amounts may be paid at any time and shall be credited on such portions of the principal debt/hereby evidenced as the owner or holder hereof shall elect. Interest will be charged only on the balance of said debt remaining unpaid. All of which, and such other terms and conditions as contained in said note, will fully appear by reference thereto; default in payment of any installment of principal and/or interest for a period of thirty (30) days to render the whole debt due at the option of the mortgagee.

NOW KNOW ALL MEN, That the mortgagor, in consideration of the said debt and the sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of the said note and of this mortgage, and also in consideration of the further sum of Three Dollars (\$3.00) to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and released in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto the mortgagee, its successors and assigns, the following described land, to wit:

All that certain piece, parcel or lot of land, with the improvements thereon, or to be erected thereon, situate, lying and being on the western side of and known as No. 311 Lloyd Street, in the City of Greenville, in Greenville Township, in the County of Greenville, State of South Carolina, and having the following metes and bounds, to wit: Beginning at a point on the western side of Lloyd Street 319.5 feet south of Buncombe Street, and running thence with Lloyd Street S. 55-40 W. 55 feet to an iron pin; thence with line of Lot No. 8 N. 37-10 W. 186 feet to an iron pin; thence N. 55-15 E. 55 feet, more or less; thence S. 37-10 E. 185 feet 6 inches to the beginning point on Lloyd Street; bounded on the north by property of J. E. Smith, on the east by Lloyd Street, on the south by property of J. M. Daniels, and on the west by property now or formerly of Mrs. B. B. Ray; being the same premises conveyed to Home Owners' Loan Corporation by E. Inman, Master in and for Greenville County, by deed dated February 17, 1938, recorded in the Office of the R. M. C, for Greenville County, South Carolina, in Book of Deeds "195" at Page 112.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise 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 any unfurnished building, which are or shall be attached to the building covered by these presents, 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.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns, forever. And the mortgagor does hereby bind himself, his heirs, executors, administrators and assigns, to warrant and forever defend, all and singular, the said premises unto the mortgagee, 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.

As a part of the consideration hereof and of the acts of said mortgagee hereunder, said mortgagor, on behalf of himself, his heirs, executors, administrators or assigns, hereby covenants and agrees with the mortgagee and represents and declares as follows:

- 1. Wherever there is a reference in the agreements, covenants, conditions and terms herein contained, to any of the parties thereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties, or involuntary by operation of law) of the same, and all obligations of the mortgagor herein and hereunder shall