

MORTGAGE OF REAL ESTATE

38575 PROVENCE-JARRARD CO - GREENVILLE

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, M. Caroline Sanders of the City of Columbia, in said State, SEND GREETING:

WHEREAS, I, the said M. Caroline Sanders, in and by my certain note or obligation, bearing date the 23rd day of April, A. D. 1938, am indebted unto The Homestead Bank (Columbia, S. C.), in the sum of Two hundred (\$200.00) Dollars, in and by my promissory note for said sum, payable one year after date, to the order of said Bank, with discount before and interest after maturity at the rate of seven (7%) per cent per annum with all costs of collection and ten per cent (10%) attorney's fee, if default is made in any of the payments due thereunder, as in and by the said note & any renewals thereof and condition thereof, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I, the said M. Caroline Sanders, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Homestead Bank, according to the condition of the said note & any renewals thereof, and also in consideration of the further sum of THREE DOLLARS, to me the said M. Caroline Sanders, in hand well and truly paid by the said The Homestead Bank at and before the sealing and delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said THE HOMESTEAD BANK.

All that lot of land with the apartment house thereon known as Number 17 west Stone Avenue in the City and County of Greenville, in the State of South Carolina, and having the following boundaries and measurements, to wit: On the North by West Stone Avenue whereon it measures seventy feet (70'); on the East by lot now or formerly of Hugh Wood, whereon it extends ninety-four feet (94'); on the South by another lot of M. Caroline Sanders, whereon it measures fifty feet (50'), more or less, and on the west by lot heretofore conveyed by said M. Carolina Sanders to Hall, whereon it measures ninety-nine (99') feet, more or less. Said lot was heretofore conveyed to me by T. P. Sanders by Deed dated June 5th, 1916, and recorded in the office of the Register of Mesne Conveyances for said Greenville County in Book twenty (20) of Deeds, at page 29.

I certify that I am the owner of the above described premises and in possession thereof through tenants, and there is no prior lien or encumbrance thereon.

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 singlar the said premises unto the said The Homestead Bank, 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 The Homestead Bank, its successors and assigns, from and against me and my heirs, executors, administrators and assigns, all all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor, her heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of not less then two hundred (\$200.00) Dollars, and assign the policy of insurance to the said The Homestead Bank, its successors or assigns. And in case he or they shall at any time neglect or fail so to do, then the said The Homestead Bank, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS AGREED, That said Mortgagor, her heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I, the said M. Caroline Sanders, do and shall well and truly pay, or cause to be paid unto the said The Homestead Bank, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and any renewals thereof and condition thereunder written, then, this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued to foreclose this mortgage after default in the conditions thereof.

AND IT IS AGREED by and between the parties, that in the case of foreclosure of this mortgage, by suit or otherwise, the mortgagee shall recover of the mortgagor a reasonable sum as attorneys fee, which shall be secured by this mortgage, and shall be included in judgment of floreclosure.