

MORTGAGE OF REAL ESTATE

39576 PROVENCE-JARRARD CO.-GREENVILLE

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Mrs. J. C. Lanford of the County of Greenville, in the State aforesaid, SEND GREETING:
WHEREAS, I, the said Mrs. J. C. Lanford am indebted in and by A certain note bearing date the 30th day of May, A. D., 1938, in the sum of NINETY-THREE AND 80/100 DOLLARS, payable to A. D. and W. W. Lindsey or order as in and by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said Mrs. J. C. Lanford in consideration of the said debt and Note--aforesaid and the performance of the covenants hereinafter named and contained, to the said A. D. and W. W. Lindsey according to the conditions of the said Note--and also in consideration of the sum of ONE DOLLAR TO ME in hand well and truly paid by the said A. D. and W. W. Lindsey at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, BARGAIN, SELL and RELEASE unto the said A. D. and W. W. Lindsey:

All that certain piece, parcel, lot or tract of land lying and being situated in state and county aforesaid, adjoining lands of T. P. Babb on East, and South, by E. W. Brewer on the West, and on the South by lands of Lipscomb and having the following metes and bounds, as is shown by a survey made of said tract by G. A. Ellis, surveyor, on April 20th, 1936:

Beginning at an iron pin in the settlement road on Lipscombe line, thence with said road N. 77-30 E. 168 ft. to iron pin in the road, thence South 14-45 E. 262.5 ft. to iron pin, thence S. 77-30 W. 168 ft. to iron pin corner of E. W. Brewer tract, thence with E. W. Brewer line N. 14-45 W. 262.5 ft. to the beginning corner and containing one (1) acre more or less.

This being the same land conveyed to me by T. P. Babb and recorded in the office of R. M. C., Greenville County, Volume K, page 155.

Together with all and singular the Right, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said A. D. and W. W. Lindsey x Heirs 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 A. D. and W. W. Lindsey x Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor--do and shall well and truly pay or cause to be paid unto the said Mortgagee**, or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor, her Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee in a sum not less the One Hundred Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee--, and in case that she fail to do so the said Mortgagee--, Executors, Administrators or Assigns may cause the same to be done and reimburse themselves for the premiums and expenses with interest thereon at the rate of 7 per cent. and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case she fails so to do the said Mortgagee may cause the same to be paid and reimburse themselves therefor with interest at the rate of 7 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor, her agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee--, or holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. It is also Covenanted and Agree, that in case of default in payment under any of the conditions of the said Note--, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said Mortgagee or their Heirs, Executors