

MORTGAGE OF REAL ESTATE

The State of South Carolina, *In Assignment to this mty. See R.E.M. Book 305, Page 170.*  
County of Greenville.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Whereas, we the said J. W. Tench and Elvie Tench in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to the Atlantic Joint Stock Land Bank of Raleigh, a corporation operating under an Act of Congress entitled "The Federal Farm Loan Act." with its principal place of business in Raleigh, North Carolina, in the full and just sum of SIX HUNDRED (\$600.00) DOLLARS to be paid in ten (10) equal annual installments of \$60.00 each, the first installment due and payable on the first day of January, 1940, and the succeeding installments to become due and payable on the first day of January each year thereafter until the sum of \$600.00 is paid in full, with interest thereon from January 1, 1939 at the rate of six (6%) per cent, per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per centum besides all costs and expenses of collection, to be added to the amount due on said note and to be collectable as a part thereof; if the same be placed in the hands of an attorney, for collection, or if said debt, or any part thereof, be collected by an attorney, or be legal proceedings of any kind (all of which is secured under this mortgage), as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW, ALL MEN, That we the said J. W. Tench and Elvie Tench, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Atlantic Joint Stock Land Bank of Raleigh according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to us the said J. W. Tench and Elvie Tench in hand and truly paid by the said Atlantic Joint Stock Land Bank of Raleigh at and before the signing 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 Atlantic Joint Stock Land Bank of Raleigh:

All that certain piece, parcel or tract of land situate, lying and being in Butler Township Greenville County, State of South Carolina, lying on the Pelham Road, and being known as Tract Number Three (3) of the C. R. Bramlett farm according to plat prepared by W. J. Biddle, Surveyor, March 23, 1937, containing seven and ninety one (7.91) one-hundredths acres, to be the same more or less, and being more particularly described according to said plat as follows:

Beginning at a stake in the Pelham Road, corner of Tract Number Two (2) of said C. R. Bramlett farm as shown on plat as aforesaid, said point being located 817.7 feet from the intersection of the said Pelham Road and the road to Roper Mountain, and running thence with said Pelham Road North 82 degrees 30 minutes East 250 feet to an iron pin in said road; thence leaving said road and running South 7 degrees 30 minutes East 1261.5 feet to a stake on the bank of creek; thence up said creek South 70 degrees 30 minutes West 86 feet to an iron pin in the edge of the road leading to Roper Mountain; thence with said road North 46 degrees 15 minutes West 528 feet to an iron pin in said road; thence leaving said road and running North 43 degrees 45 minutes East 209.2 feet to an iron pin in the corner of the Missions School lot; thence North 7 degrees 30 minutes West 725 feet to an iron pin, the point of beginning, and containing seven and ninety one (7.91) one-hundredths acres, to be the same more or less.

It is further expressly covenanted, understood and agreed that this mortgage and the note and/or notes which it secures are executed and delivered for the purpose of securing the balance purchase price money for the lands and property hereinafter described.

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 Premises before mentioned unto the said Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns forever. And we do hereby bind our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Atlantic Joint Stock Land Bank of Raleigh, its successors and assigns, from and against our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than NONE 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 mortgagors shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself 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 we hereby assigns 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

*Handwritten notes and signatures:*  
state of South Carolina  
County of Greenville  
J. W. Tench  
Elvie Tench  
Atlantic Joint Stock Land Bank of Raleigh  
1941  
Mortgage Company  
3023