

MORTGAGE OF REAL ESTATE

(4) All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in School District 6-E, and being known as Lot No. 5, of a resubdivision of Lot No. 32, plat of the Earle subdivision of property of Looper & Yown, recorded in the R. M. C. office for Greenville County in Plat Book F, at page 77, said lot fronting 50 feet on Wilbanks street, and having a depth of 200 feet, and being the same property conveyed to Mechanics B. & L. Association by W. E. Rushton by deed dated Jan. 18, 1927 and recorded in the R. M. C. office for Greenville County in Vol. 113, at page 165.

(5) All those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, and in School District 6-E, being known and designated as Lots No.s 1, 7, 9, 15 and 17 on plat of the property of I. Saul, made by R. E. Dalton, Engr., August 1924, and recorded in the R. M. C. office for Greenville County in Plat Book F, at page 246, and being the same property conveyed to Mechanics B. & L. Association by I. Saul by deed dated Feb. 16, 1931 and recorded in the R. M. C. office for Greenville County in Vol. 158 page 216.

The above lots described in paragraphs 4 and 5 were subsequently conveyed to J. O. Lewis and O. B. Hartzog by Mechanics B. & L. Association, by deed recorded in Vol. 121, page 251, and subsequently reconveyed to said Mechanics B. & L. Asso, by J. O. Lewis by deed recorded in Vol. 160, page 224, and by R. K. Stansell, as Trustee in Bankruptcy for O. B. Hartzog by deed recorded in Vol. 160, page 239.

And all of the above lots are included in the deed of J. B. Razor to Barmore Realty Company dated August 1, 1932 and recorded in the R. M. C. office for Greenville County in Vol. 160, page 282, and being all of said lots in said deed, not heretofore conveyed.

TOGETHER WITH ALL AND SINGULAR the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said South Carolina National Bank, of Charleston, as Trustee for Marie B. Marston, its successors and Assigns forever. And said corporation does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said South Carolina National Bank, of Charleston, as Trustee for Marie B. Marston, its Successors and Assigns, from and against itself, its Successors 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 Three Thousand and no/100 (\$3,000.00) 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 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, said corporation does hereby assign the rents and profits of the above described premises to said mortgagee, or its successors, Executors, Administrators 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 thereafter (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 si the true intent and meaning of the parties to these Presents, that if the said mortgagor, does 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 is 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.

IN WITNESS WHEREOF the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, on this the Thirtieth day of September in the year of our Lord one thousand, nine hundred and thirty-Nine and in the one hundred and Sixty-Fourth year of the sovereignty and independence of the United States of America.

Signed, sealed and delivered
in the presence of:
R. M. Caine
D. R. Cain

BARMORE REALTY COMPANY (SEAL)
BY J. B. Razor, Jr.
President & Treas.
And C. Grier Todd
Secretary

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

PERSONALLY appeared before me R. M. Caine and made oath that he saw J. B. Rason, Jr.,