

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. A. Clark of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I the said W. A. Clark am indebted in and by a certain Note--bearing date the 2nd day of November, A. D., 1939, in the sum of Fifteen Hundred (\$1500.00) DOLLARS, payable to T. G. Edwards or order payable one year from date or November 2nd 1940 as in an by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said W. A. Clark in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said T. G. Edwards 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 W. A. Clark 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 T. G. Edwards, the following:

All that certain piece, parcel or lot of land situate, lying and being in the State and County aforesaid, on branch waters of South Tyger River, and containing 58½ acres of land, more or less, and having the following metes and bounds, to-wit: BEGINNING at a stone 3 X N M in branch and running thence down said branch to stone 3X N M on John Paris line; thence with said line S. 75½ W. 25.79 chs. to stone 3 X O M; thence S. 13½ W. 16.38 chs. to stone 3 X O M; thence S. 13 E. 2.84 chs. to a stone 3 X N M; thence S. 88 E. 5.60 chs. to a persimmon 3 X N M; thence S. 6½ W. 1.75 chs. to a stone 3 X N M; thence S. 77½ E. 10.20 chs. to a persimmon 3 X N M; thence N. 11½ E. 7.50 chs. to a stone; 3 X N M; thence N. 81¼ E. 12.10 chs. to the beginning corner and bounded by lands of Jno. Paris, Jim Gosnell and others, and being the same tract of land conveyed to J. T. Singleton, by Polly Ann Crain, by deed recorded in R. M. C. office for Greenville County in Vol JJJ at page 2380

This Note and mortgage covers the above described property with the exceptions of Twenty Eight (28) acres sold and deeded to J. J. Lynn, deed dated Nov. 15th, 1930. Recorded, therefore leaving a balance containing Thirty and one half acres (30½) covered by this note and mortgage.

Together with all and singular the Rights, 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 T. G. Edwards, his 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 T. G. Edwards, his 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 his 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 than One Thousand 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 he fail to do so the said Mortgagee, Executors, Administrators or Assigns may cause the same to be done and reimburse himself for the premiums and expenses with interest thereon at the rate of 8 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 he fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest to the rate of 8 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor 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 Agreed, 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.