

MORTGAGE OF REAL ESTATE

38579 PROVIDENCE-JARRARD CO.-GREENVILLE

preparation and delivery of the deed by the Trustee.

AND IT IS STIPULATED AND AGREED, That if the said Party of the First Part shall pay off said note and interest thereon as herein or in said note provided, and any and all other indebtedness of said Party of the First Part to the Party of the Third Part, and discharge fully the trusts herein declared as herein required at any time before such sale, then this deed shall become null and void, or, if the same shall be done by a sale of a part of such property, then so much of said property as may not have been sold and is not required to meet any of said trusts shall be reconveyed to the Party of the First Part or the title thereto be vested in it according to the provisions of law.

AND the Party of the First Part covenants that it is seized of said lands in fee, and has right to convey the same in fee simple; that the same are free and clear of all encumbrances, except contracts of sale of certain portions as hereinabove referred to, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever; and further, that it will pay all taxes, assessments and insurance premiums upon all parts of the property described herein; that it will not create or permit to accrue, any debt, lien or charge which would be prior to, or on a parity with, the lien hereby created upon any part of the said property; and that it will comply with all statutes, ordinances, regulations and requirements imposed by any governmental authority upon or with respect to said property or any part thereof.

AND IT IS FURTHER STIPULATED AND AGREED, That said Trustee shall be entitled to just compensation for any and all services, performed and expenses incurred under this trust, which compensation shall constitute a part of the debt secured by this conveyance and be a lien on the property herein conveyed.

AND IT FURTHER STIPULATED AND AGREED That any sums expended by the Party of the Third Part, or its assigns, for insurance of the property (if the property is insurable property), or for payment of taxes thereon, or to remove any prior liens or encumbrances, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at the same rate.

AND IT IS FURTHER STIPULATED AND AGREED, for the same consideration as additional security for the said indebtedness, the Party of the First Part hereby assigns to the Party of the Second Part the rents, profits and other income of the premises and hereby waive notice of any application by the Party of the Second Part or Party of the Third Part for the appointment of a Receiver upon default in any of the covenants herein contained.

AND for the consideration hereinbefore set out, and as additional security for said indebtedness, the Party of the First Part hereby transfers and assigns to the Party of the Third Part all Sales Contracts covering any of the property described above, and it is stipulated and agreed that the Trustee, the Party of the Second Part, will release from the lien of this Deed of Trust those properties hereinabove described under contract of sale, upon the payment to the owner and holder of the indebtedness hereby secured of the balance remaining due under said contracts of sale, as hereinabove referred to.

The Reconstruction Finance Corporation, so long as it is the holder of the evidence of the indebtedness secured hereby, shall have the right, in its discretion and without the giving of any notice to remove at any time the trustee or trustees named herein, and it is hereby authorized and empowered to appoint a successor or successors in trust by written instrument executed by it, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said premises and the same rights and powers, subject to the same duties, as the Trustees hereunder.

IN TESTIMONY WHEREOF, the said Socarnat Bank Corporation has caused this Instrument to be signed in its name by its President and by its Secretary, and its common seal to be affixed hereto as of the day and year first above written, all by order of its Board of Directors.

SIGNED, SEALED & DELIVERED

In the Presence of:

A. P. Lyons  
Julian Mitchell, Jr.

SOCARNAT BANK CORPORATION,  
BY Julian Mitchell  
President  
J. F. Girardeau  
Secretary



STATE OF SOUTH CAROLINA, )  
COUNTY OF CHARLESTON. )

PERSONALLY APPEARED Julian Mitchell Jr. and made oath that he saw the within named Julian Mitchell as President and J. F. Girardeau as Secretary of SOCARNAT BANK CORPORATION sign, affix the corporate Seal, and attest the same, and as the act and deed of said SOCARNAT BANK CORPORATION deliver the within written Deed of Trust, and that he with A. P. Lyons witnessed the execution thereof.

Sworn to before me this 15  
day of December, A. D. 1939.  
(L.S.) E. L. Willcox  
Notary Public for S. C.



Julian Mitchell, Jr.

( RECORDED DEC. 16th, 1939, AT 10:06 A.M. #16008 BY:N.S. )

For Release of Lot on S. Main St. See P.E.M. Vol. 305 - page 39.