

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

H. D. Hutchins and Ouida Hutchins of the County of Greenville, in the State aforesaid,
SEND GREETING:

WHEREAS, We, the said H. D. Hutchins and Ouida Hutchins am indebted in and by our certain notes bearing date the 11th day of December, A. D., 1939, in the sum of Two Thousand One Hundred & no/100 DOLLARS, payable to J. J. E. and Oma Elrod, or order as follows: Two Hundred Dollars one year from date \$200.00 two years from date; \$200.00 three yrs. from date; \$200.00 four yrs. from date; \$200.00 five yrs. from date; \$200.00 Six yrs. from date; \$200.00 Seven yrs. from date; \$200.00 eight yrs. from date; \$200.00 nine yrs. from date; \$200.00 Ten yrs. from date also \$100.00 Eleven yrs. from date. The notes are subject to clause four of this mortgage, as in and by said Notes reference being thereunto had will mor fully appear.

NOW, KNOW ALL MEN, That we the said H. D. and Ouida Hutchins in consideration of the said debt and Note aforesaid, and the performance of the covenants hereinafter named and contained, to the said J. J. E. and Oma Elrod according to the conditions of the said Note, and also in consideration of the sum of ONE DOLLAR to us in hand well and truly paid by the said J. E. and Oma Elrod 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 J. J. E. and Oma Elrod the following:

All that certain tract of land situate, lying and being in Grove Township, State and County aforesaid, containing Forty and fifty-two (40.52/100) acres, more or less, being all of the tract of land conveyed to us this day by the said J. E. and Oma Elrod. The description of the said lands as contained in the said Deed is sufficient for the use and purpose of this mortgage when recorded. Said Deed to be recorded.

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 J. J. E. and Oma Elrod, their Heirs and Assigns forever. And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said J. J. E. and Oma Elrod, their Heirs and Assigns from and against us and our 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, NOTWITHSTANDING, 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 Notes; and do and perform all of the covenants and agreements herein contained, then this Deed or Bargain shall cease to 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 Mortgagors, their 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 that Five 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 they fail to do so the said Mortgagees, 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 8 per cent. and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said Mortgagors shall pay as they become due all taxes by whatsoever/legally authority imposed upon the property hereby mortgaged, and in case they 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 their 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 Mortgagees, 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 Notes, 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, Administrators or Assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of