

H. N. Harling
The Mortgage Assigned to *12/23* Vol. *4* #1889
at 4:18 P.M.

275

MORTGAGE OF REAL ESTATE Assignment Recorded Feb. 11, 1941
THE STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

Ninety Six Manufacturing Co.
Vol. 299 of R. P. Mortgages on Page 4
Assignment Recorded Feb. 11, 1941 #1889

TO ALL WHOM THESE PRESENTS MAY CONCERN:

----- of the County of ----- in the State aforesaid
SEND GREETINGS:

WHEREAS, I the said H. B. Peden am indebted in and by my certain note bearing date the 23 day of August A. D., 1939, in the sum of Five Hundred Seventy-five and No/100 Dollars, payable to BANK OF GREENWOOD, or Order, as in and by the said Note reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I the said H. B. Peden in consideration of the said debt and Note aforesaid, and the performance of the covenants hereinafter named and contained, to the said Bank of Greenwood, 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 said Bank of Greenwood 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 said Bank of Greenwood the following:

All that certain tract or lot of land situate lying and being in Greenville County, containing 3 acres more or less and bounded on North by J. B. Wasson East by J. B. Wasson South J. B. Wasson and on West J. G. Woodside, and upon which is located a gin and warehouse and store buildings, with all machinery located in gin house.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto BANK OF GREENWOOD its Successors and Assigns forever. And I do hereby bind myself, my and Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said BANK OF GREENWOOD, its Successors 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 he the said H. B. Peden do and shall well and truly pay or cause to be paid unto the said BANK OF GREENWOOD, or its 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 the covenants and agreements herein contained, then this deed of 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 H. B. Peden Heirs, Executors and Administrators, shall and will insure the house and all the buildings on the said premises (if any there be) in such insurance company as may be approved by BANK OF GREENWOOD, in a sum of not less than Four Thousand Dollars, against loss or damage by fire, and the same kept insured until the above mentioned debt is fully paid, and assign the policy to the said Bank of Greenwood, and in case that he fail to do so, the said Bank may cause the same to be done and reimburse itself for the premiums and expenses these 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 H. B. Peden shall pay as they become due and taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails to do so the said Bank may cause the same to be paid and reimburse itself therefor with interest at the rate of 8 per cent. per annum and the amount stand secured by this mortgage.

2. It is also Covenanted and Agreed, that the said H. B. Peden, 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 Bank of Greenwood, or the holder hereof, shall be the judge as to the same as to whether it impairs the said security.

3. And it is also Covenanted and Agreed, that in case of default in payment under any of the conditions of 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 Bank of Greenwood or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceedings of any kind to foreclose this mortgage is commenced or instituted by said Bank or its assigns, a Receiver may be appointed pending such said proceedings with the usual powers in such case to take charge of the rents and profits, crop or crops of any kind, of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Bank as part of its security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.

6. It is also Covenanted and Agreed, that in case said debt, or any part thereof, is established by any action for foreclosure or of debt on the said Note that the said Bank of

RECORDED AND INDEXED
AT GREENVILLE, S. C.
FEB 12 1941
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