

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Hattie Howard of the County of Greenville, in the State aforesaid, SEND GREETING:

WHEREAS, I, the said Hattie Howard am indebted in and by my certain Notes bearing date the _____ day of April, A. D., 1940, in the sum of Four Hundred Twenty-eight and forty-six cents (\$428.46) Dollars, payable to Lady B. Drummond or order as follows:

One Hundred Forty-two and eighty-two cents One year from date (\$142.82)
One Hundred Forty-two and eighty-two cents Two years from date (\$142.82)
One Hundred Forty-two and eighty-two cents Three years from date (\$142.82)

as in and by said Notes reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I the said Hattie Howard in consideration of the said debt and Notes aforesaid, and the performance of the covenants hereinafter named and contained, to the said Lady B. Drummond, according to the conditions of the said Notes and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by the said Lady B. Drummond 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 Lady B. Drummond the following:

All that certain parcel and tract of land situate, lying and being in the State and County aforesaid, in Saluda Township, and on the South side of National Highway 25, known as the Buncombe Road and having the following metes and bounds to-wit:

Beginning at a stake on the South side of the Buncombe Road, joint corners of Lots Nos. 9 and 10, and running thence with the Buncombe Road three hundred and fifty (350') feet to the corner of a lot sold by R. G. Ballenger to E. C. Waldrop; thence with the line of E. C. Waldrop's lot to a stake on the back line, six hundred ten (610') feet from the joint corners of lots Nos. 8 and 9; thence with the said back line S. 48-15 W. two hundred seventy (270') feet to a dead chestnut; thence S. 78-30 W. two hundred forty (240') feet to a stone; thence N. 75 W. two hundred ten (210') feet to a stake; thence N. 55 W. one hundred thirty-two (132') feet to a stake, joint corners of lots 9 and 10; thence S. 56-30 E. Twelve hundred and thirty (1230') feet to point and place of the beginning, and being all of lot No. 9, except the portion heretofore sold and conveyed by R. G. Ballenger to E. C. Waldrop by deed, and containing fifteen (15) acres more or less.

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 the said Lady B. Drummond 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 Lady B. Drummond and her 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-- 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 Five Hundred (\$500.00) 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 I fail to do so the said Mortgagee-- Executors, Administrators or Assigns may cause the same to be done and reimburse herself 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 she fails to do so the said Mortgagee may cause the same to be paid and reimburse herself-- therefor with interest at 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-- her 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 do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount