

MORTGAGE OF REAL ESTATE

WALKER, EWANS & COGSWELL CO., CHARLESTON, S. C. 14566-8-13-40

THE STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

James Henry Rigdon SEND GREETING.

Whereas, I the said James Henry Rigdon in and by a certain promissory note in writing, of even date with these present, am well and truly indebted to The Pelzer-Williamston Bank in the full and just sum of Two hundred sixty-eight and 29/100 (\$268.29) to be paid October 31st, 1941, with interest thereon from maturity at the rate of 7 per cent, per annum, to be computed and paid annually until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage, said note further providing for an attorney's fee of Ten per cent of the amount due besides all costs and expenses of collection, to be added to the amount due on the said note and to be collectible as a part thereof if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereto had, will more fully appear.

NOW KNOW ALL MEN, That I, the said James Henry Rigdon in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Pelzer-Williamston Bank according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said James Henry Rigdon in hand well and truly paid by the said The Pelzer-Williamston Bank at and before the signing 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 THE PELZER-WILLIAMSTON BANK, its successors and assigns forever,

All that piece, parcel or lot of land in Oaklawn Township, Greenville County, State of South Carolina; Beginning at Rock X3 joint corner of tracts nos. 1, 2 and 3 according to the plat recorded in the R. M. C. Office for Greenville County in Plat Book "E" at page 109 and running thence with line of Tract No. 2 N. 63 1/4 E. 21.68 to Rock X3 in line of tract No. 4, thence in line of tract No. 4, S. 6 1/2 W. 29.68 to Rock X3; thence in line of T. C. Mearse's property, S. 71 1/2 W. 5.24 to rock X3; thence in line of Bennett property N. 27 W. 24.05 to the beginning corner, and containing 34 acres, more or less, and being all the property deeded to A. R. Rogers by S. M. Jones on Nov. 30, 1937, and recorded in Vol. 197, page 91. And being the same property conveyed to me by A. R. Rogers, by his deed dated July 16, 1940, and recorded in R. M. C. Office for Greenville County in 223 at page 441.

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

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said The Pelzer-Williamston Bank, its successors 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 The Pelzer-Williamston Bank Heirs and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgagor does hereby covenant and agree to procure and maintain insurance in the amount not less than *-----dollars against all loss or damage by fire, in some insurance company acceptable to the mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign such insurance to the mortgagee as addition security, and in default thereof said mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a part of the principal and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said mortgagor shall fail to procure and maintain (either or both) such insurance as aforesaid, the whole debt secured hereby shall, at the option of the mortgagee, become immediately due and payable, and this without regard to whether or not said mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at anytime any part of said debt, or interest thereon, be past due and unpaid, I hereby assign the rents and profits of the above described premises to the said mortgagee, or its successors or Assigns and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, cost or expense; without liability to account for anything more than the rents and profits actually collected.