

MORTGAGE OF REAL ESTATE

WALKER, EMONS & COSGROVE CO., CHARLESTON, S. C. 14886-2-12-40

with her line S. 24-43 E. 256.2 feet to the beginning; being the same lot of land conveyed to A. N. Walker by Carrie M. Matheny by her two deeds, the first dated Nov. 10, 1931, recorded in R. M. C. for said County in Book 163, page 95, and the other dated May 12, 1932, and recorded in said R. M. C. O. in Book 162, page 147.

I do represent that the within mortgage is a first lien upon each of the parcels of real property above described.

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 said Premises unto the said Palmetto State Life Insurance Company, its Successors and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators, to Warrant and forever defend all and singular the said Premises unto the said Palmetto State Life Insurance Company, its Successors and Assigns, from and against myself, my Heirs, Executors, Administrators and Assigns and all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, BY AND BETWEEN THE SAID PARTIES, that the said Avery N. Walker, his Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Palmetto State Life Insurance Company, its Successors or Assigns, and in case that he or they shall at any time, neglect or fail so to do, then the said Palmetto State Life Insurance Company, its Successors or Assigns, may cause the same to be insured in its or their name, and reimburse themselves for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable; and in case he or they fail to do so, the said Mortgagee, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse themselves for the same together with interest on the amount so paid, at the rate of five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said Avery N. Walker do and shall well and truly pay, or cause to be paid, unto the said Palmetto State Life Insurance Company, its Successors or Assigns, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor, his Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise to shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that Avery N. Walker is to hold and enjoy the said Premises until default of payment shall be made.

AND IS IS FURTHER AGREED AND COVENANTED, between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this mortgage be foreclosed, or put into the hands of Attorney for collection, suit, action of foreclosure, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including ten (10%) per cent, of the principal and interest on the amount involved as Attorney's fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

WITNESS my Hand and Seal, this 5th day of November in the year of our Lord one thousand nine hundred and forty and in the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

J. Laurens Mills

Jean Dickson

Avery N. Walker (L.S.)

THE STATE OF SOUTH CAROLINA,)

COUNTY OF RICHLAND.)

PERSONALLY appeared before me J. Laurans Mills and made oath that he saw the within named Avery N. Walker sign, seal, and as his act and deed, deliver the within written Deed; and that he with Jean Dickson witnessed the execution thereof.

Sworn to before me, this 5th day of

November, A. D., 1940.