

MORTGAGE OF REAL ESTATE

WALKER, EWING & COWELL CO., CHARLESTON, S. C. 13568-2-12-40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN: I, A. D. Plumley, in the State aforesaid,
SENDS GREETINGS:

WHEREAS, I the said A. D. Plumley in and by my certain promissory note dated (November 26, 1940, am well and truly indebted by RUTH CRICK in the full and just sum of ONE HUNDRED and TWENTY (\$120.00) Dollars, due ninety (90) days from date, with interest from date until paid at the rate of seven (7%) per cent per annum, and if not so paid when due to become principal and bear interest at the same rate, and said note providing further for the payment of Thirty-five Dollars attorney's fees in case of suit or collection by an attorney, as reference being thereunto had, will more fully appear.

NOW, KNOWN ALL MEN, That I the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of said note or obligation, and, also, in consideration of the further sum of Three Dollars, to me the said mortgagor, in hand, well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, I the said mortgagor Have Granted, Bargained, Sold and Released, and by these Presents do Grant, Bargain, Sell and Release unto the said mortgagee;

All that tract of land containing 46.3 acres, more or less, in Glassy Mountain Township, Greenville County, South Carolina, beginning at a stake on George Sudduth's line, at corner of Lots 9 and 19, running thence N. 88 E. 1340 feet to a stone, Wit. 2 trees on 3x; thence along line of Broadus Belev's land S. 15 1/2 W. 1590 feet, passing through Poplar top shot off by shell, to iron pin, Wit. S. Gum, maple and pine N.M. 3x; thence S. 63 1/2 W. 911 feet to iron pin; thence along and with the dividing line between Lots 9 and 10, 2100 feet to stake, point of beginning, all of which appear by plat made by W. H. Ladshaw, Surveyor, Dec. 16th and 17th, 1936, and June 28th and 30th 1937; and being the property conveyed to me by deed of Harriet P. Lindsay, et al., in the partition of the Geo. W. Plumley property, recorded in Greenville County in Book 10, Page 10, being shown on the plat above referred to as Lot No. 10.

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 mortgagee, her heirs, successors, administrators, executors and assigns forever. And I the said mortgagor, do hereby bind myself and my Heirs, Successors and Administrators, and Assigns, to warrant and forever defend all and singular the said premises unto the said mortgagee, her Heirs, Administrators, Executors and Assigns, from and against myself and my Heirs, Executors, Successors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

And, the said mortgagor, his Heirs, Successors, Executors, Administrators and Assigns hereby specifically agree and covenant to do and perform the following acts and to comply with the following conditions:

1. To pay all taxes, charges, public rates or assessments on the above described property as and when due, and before any of them become delinquent.
2. To make or permit no waste, alteration or removals of any improvements, now or hereafter on the said property without the mortgagee's written consent.
3. To insure the house and buildings now or hereafter erected on the said lot or lots in the sum of not less than full insurable value Dollars, and to pay for the said insurance, and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the mortgagee, and assign the Policy of Insurance to the said mortgagee.
4. To pay the said debt or sum or sums of money as provided in said note or obligation and in this mortgage, with interest thereon, according to the true intent and meaning of the said note or obligation and this mortgage, together with all costs and expenses which the said mortgagee shall incur, including attorney's fees chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

And upon default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or of any other sum or sums provided to be paid by said mortgagor, heirs, successors, executors, administrators or assigns under the agreements and covenants of this mortgage, or any of them, the said mortgagee shall have the option to treat the entire indebtedness secured hereby as due and to foreclose this mortgage.

Upon default in the payment of any and all sums of money provided to be paid by the said mortgagor, his Heirs, Successors, Executors, Administrators or Assigns under the agreements and covenants of the mortgage, or any of them, the said mortgagee, or its successors or assigns, shall have the right to pay the same, or any part thereof, or to have or cause the said property to be insured in its name, and pay for the same and any and all sums so paid by the said mortgagee shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate