

MORTGAGE OF REAL ESTATE

Form No. 18

The State of South Carolina
County of Greenville

Mortgage of Real Estate to Secure Note with
Insurance Tax and Attorney's Fees Clauses
The H. L. Bryan Co., Columbia, S. C. 1918

TO ALL WHOM THESE PRESENTS MAY CONCERN:

ALBERT MGAULEY

SENDS GREETING:

WHEREAS, Albert McAuley and J. D. McAuley are indebted to Virginia-Carolina Chemical Corporation in the amount of Seven Hundred Forty-nine and 78/100 (\$749.78) Dollars as evidenced by note in writing of the said Albert McAuley and J. D. McAuley dated August 6, 1938, due October 15, 1938, with interest from May 15, 1938 at Seven (7%) per cent, and whereas there is due as of December 27, 1940 as principal and interest thereon the sum of Seven Hundred Forty-nine and 78/100 (\$749.78) Dollars as in and by said note, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I the said Albert McAuley in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Virginia-Carolina Chemical Corporation according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to me the said Albert McAuley in hand well and truly paid by the said Virginia-Carolina Chemical Corporation 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

VIRGINIA-CAROLINA CHEMICAL CORPORATION

"All that certain piece, parcel or tract of land in Bates Township, Greenville County, South Carolina having the following metes and bounds to wit: Beginning at a Black Gum tree; and thence running north 55 east 11.35 chains to a stone 3x; thence south 11 degrees west 18.75 chains to a Post Oak 3x; on the road leading to the mill (formerly Kelley's Mill) thence south 12 degrees west with said road to the Fox Branch; thence down said branch to a Holly Tree 3x; thence north 22 degrees east 18.09 chains to a Maple 3x; on Enoree Creek; thence up and with the meanderings of said creek to the beginning corner. Containing 42 acres more or less, and being the same tract of land conveyed to S. F. McAuley and Albert McAuley by W. H. Bramlett by deed bearing date November 13, 1929, and recorded in the office of R. M. C. for Greenville County in Deed Book 135 at page 157, the undivided interest of S. F. McAuley in said tract having since been transferred to Albert McAuley."

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 Virginia-Carolina Chemical Corporation, its successors and Assigns forever.

And I do hereby bind my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Virginia-Carolina Chemical Corporation, its successors Heirs and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said 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 of the said and in case that or shall, at any time, neglect or fail so to do, then the said may cause the same to be insured in name, and reimburse for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of 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 Executors, Administrators or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of 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 Albert McAuley do and shall well and truly pay, or cause to be paid, unto the said Virginia-Carolina Chemical Corporation 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 it shall remain in full force and virtue.

And it is agreed, by and between the said parties, that Albert McAuley to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED, between the said parties, that in case the said by this Mortgage...