

## MORTGAGE OF REAL ESTATE

WALKER, EWING &amp; COSSWELL CO., CHARLESTON, S. C. 14500-2012-27

ALSO: That certain lot of land with the building thereon situate in Chick Springs Township, said County and State, near the Southern limits of the City of Greer and on the West side of the Pelham Road, and having the following metes and bounds:

Beginning at the corner of Lot No. 19 on the Pelham Road and running thence S. 30 W. 110 feet to the corner of lot No. 22; thence N. 82-50 W. 143.3 feet to the corner of Lot No. 25; thence -N. 66-40 W. 60 feet to the corner of lots Nos. 18 and 26; thence N. 20-31 E. 95.5 feet to the <sup>corner</sup> of lot No. 19; thence S. 82-50 E. 166.7 feet to the beginning corner and being designated as lots Nos. 20 and 21 on plat called "Norwood", prepared by W. N. Willis of the Holtzclaw property dated January, 1916, less lot No. 21 which was sold to A. P. Sudduth October 3, 1920.

ALSO: That certain lot of land adjoining the above beginning at the corner of lot No. 18 on Snow Street and runs thence N. 82-50 E. 147 feet to the new Pelham Road; thence S. 30 W. 55 feet to the corner of lot No. 20; thence N. 82-50 W. 166.7 feet to line of lot No. 18; thence N. 20-31 E. 56 feet to the beginning corner, being lot No. 19 on the said plat of "Norwood" above mentioned.

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 Carolina Life Insurance Company, its Successors and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Carolina Life Insurance Company, its Successors and Assigns, from and against ourselves, our Heirs, Executors, Administrators and Assigns and all other persons lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said I. M. Owings and Mrs. Cleo C. Owings, their 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 Carolina Life Insurance Company, its Successors or Assigns, and in case that they shall, at any time, neglect or fail so to do, then the said Carolina Life Insurance Company, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself 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 Mortgagors, their Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case 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 we the said I. M. Owings and Mrs. Cleo C. Owings, our Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said Carolina 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 Mortgagors, their 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 the said I. M. Owings and Mrs. Cleo C. Owings, their Heirs, Executors, Administrators or Assigns are 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 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 an Attorney for collection, suit, action or foreclosure, the said Mortgagors, their Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including then (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 our Hands and Seals, this 26th. day of February, in the year of our Lord one thousand nine hundred and forty-one and in the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

I. M. Owings (IS)

Signed, sealed and delivered in the presence of:

Cleo C. Owings (IS)