

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSSWELL CO., CHARLESTON, S. C. 14500-2-13-40

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE. )

M O R T G A G E.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, ARTHUR H. MACKEY OF THE COUNTY AND STATE AFORESAID SEND GREETING:

WHEREAS, I, the said Arthur H. Mackey, have this day executed and negotiated through The First National Bank of Greenville, a corporation chartered under the laws of the United States of America (which is hereby appointed as Trustee under this mortgage, with all necessary or usual powers and authority) my two (2) certain promissory notes of even date with these presents, in the aggregate sum of Sixty Thousand (\$60,000.00) Dollars, one of which is in the amount of Thirty Thousand (\$30,000.00) Dollars and the other in the amount of Thirty Thousand (\$30,000.00) Dollars, which provide for interest thereon from date at five (5%) per cent per annum, to be computed and paid semi-annually on the 7th day of September and March of each year until paid in full, and further provide for a principal payment of Seven Hundred Fifty (\$750.00) Dollars semi-annually on each of said notes commencing September 7th, 1941, and on the 7th day of March and September of each year thereafter up to and including the 7th day of September, 1945, and the balance being due and payable on the 7th day of March, 1946; both principal and interest being payable to the bearer of said notes in lawful money of the United States at the office of The First National Bank of Greenville:

WHEREAS, I, ARTHUR H. MACKEY in consideration of the said debts and sum of money aforesaid, and for the better securing the payment thereof to the bearer or bearers of said notes according to the terms thereof, and also in consideration of the sum of Three (\$300) Dollars to said Arthur H. Mackey in hand well and truly paid by the said The First National Bank of Greenville, as Trustee at and before the signing of these presents (the receipts whereof is hereby acknowledged), has granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto the said The First National Bank of Greenville, as Trustee.

All that certain piece, parcel or lot of land with the buildings and improvements situate thereon, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the southeast corner of the intersection of North Main and Elford Streets and having, according to a plat thereof prepared by C. M. Furman, Jr., August 24, 1931, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin at the southeast corner of the intersection of North Main and Elford Streets and running thence along the south side of Elford Street S. 60-14 E. 180 feet to an iron pin on the west side of a 25-foot street; thence along the west side of said 25-foot street S. 18-07 W. 44.7 feet to an iron pin; thence N. 68-40 W. 176.5 feet to an iron pin on the east side of North Main Street; thence along the east side of said North Main Street N. 18-07 E. 71 feet to the point of beginning.

TOGETHER with all plumbing, laundry or heating fixtures, all electric and/or gas lighting, heating or refrigerating fixtures, or apparatus, and all awnings, built in cabinets, shelving, pipe organs, tables or beds, all or any part of which are now or may hereafter be attached, affixed or connected by nails, wires, pipes, bolts, screws, or in any other manner, to these premises or to any structure situate thereon.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said The First National Bank of Greenville, as Trustee, its successors and assigns forever, upon the trust hereinafter set forth for the protection and security of the bearers of said notes, without priority one over the other, and Arthur H. Mackey does hereby bind himself, and his heirs, executors and administrators and assigns, to warrant and forever defend all and singular the said premises unto the said The First National Bank of Greenville, as Trustee, its successors and assigns, from and against himself, and his heirs, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And until the mortgage indebtedness shall be fully discharged, the said mortgagor agrees to insure the building on said lot of land in a sum not less than Forty-two Thousand (\$42,000.00) Dollars in a company or companies satisfactory to the Trustee, and keep the same insured from loss or damage by fire and from loss or damage by tornado, and assign, the policy or policies of insurance to the Trustee hereunder; and that in the event said mortgagor shall at any time fail to do so, then the said Trustee may cause the same to be insured in his name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

And said mortgagor does further covenant and agree that during the life of this loan he will promptly pay all taxes, charges and assessments that may be imposed by law upon the mortgaged premises, or any part thereof, and should he fail to pay said taxes, charges or assessments promptly, when due, or any part thereof, then the Trustee shall be at liberty to pay the same and reimburse itself under this mortgage for said expense, with interest. And it is hereby declared