

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY COME:

I, George D. Babb, Princeton, S. C. Send Greeting:

Whereas, I the said George D. Babb am well and truly indebted to Lola M. McCuen, for value received, in the full and just sum of Three Hundred and 00/100 Dollars, as evidenced by my certain promissory note, dated this date, and bearing interest after one year at the rate of Seven per centum per annum, and with discount before at the same rate, and having such terms and conditions, reference being thereto had will more fully appear.

NOW KNOW ALL MEN, That I the said George D. Babb in consideration of the said debt and sum of money aforesaid, and for the better securing payment thereof, or any renewals thereof, to the said Lola M. McCuen, according to the terms of said Note and also in consideration of the further sum of Three Dollars to me the said George D. Babb in hand well and truly paid by the said Lola M. McCuen 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 the said Lola M. McCuen-

All that certain piece, parcel or tract of land situate, lying and being in Dunklin Township, County and State aforesaid, and containing one acre, more or less, according to a plat made by D. H. Boyce, plat recorded in the R. M. C. Office in plat Book "D" at page 101, and having the following metes and bounds, to-wit:

Beginning at a point in the center of the Augusta Road and running thence S. 44 $\frac{1}{2}$ W. 2.00 chs. to a stone 3x; thence S. 49 $\frac{1}{2}$ E. 4.95 chs. to stone 3x; thence N. 42 $\frac{1}{2}$ E. approximately 2.00 chs. to the center of the said Augusta Road; thence along the center of Augusta Road in a north-westerly direction to the point of beginning, this being a part of the four acre tract conveyed to us by E. Inman, Master, in January, 1938, and being all of the said tract lying on the South side of the said Augusta Road.

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 Lola M. McCuen, her Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Lola M. McCuen, her Heirs and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said George D. Babb agrees to insure the house and buildings on said lot in the sum of not less than Three Hundred and 00/100 Dollars and keep the same insured from loss and damage by fire, and assign the policy of insurance to the said Lola M. McCuen and that in the event that the Mortgagor shall at any time fail to do so, then the said Lola M. McCuen may cause the same to be insured in her name and reimburse herself for the premium and expense of such insurance under the mortgage.

And it is Agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then, and in that event, the said Mortgagee her successors or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above described premises, with power to forthwith lease out the said premises and if he should so elect, who, after deducting all charges and expense attending such proceedings and the execution of the said trust as Receiver, shall apply the residue of said rents and profits toward the payment of the debt secured hereby.

And it is Further Agreed, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an Attorney-at-Law for collection, by suit or otherwise, that all costs and expenses incurred by the Mortgagee-- or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

Provided, Always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that I the said George D. Babb do and shall well and truly pay, or cause to be paid, unto the said Lola M. McCuen the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

And it is Agreed, by and between the said parties, that George D. Babb is to hold and enjoy the said premises until default of payment shall be made.

Witness my hand and seal this day of March, 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.