

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 1458B-8-13-40

powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee--as part of his security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said Receiver shall be applied to the payment of the said above mentioned debt.

6. It is also Covenanted and Agreed, that in case the said debt, or any part thereof, is established by any action for foreclosure or of debt on the said NOTE---that the said Mortgagee-- in addition to the said debt shall also recover of the said Mortgagor--all attorney's fees incurred not to exceed Ten per cent. of the amount of this debt, and interest, or in case the said Note---and mortgage shall be placed with an attorney for collection, all attorney's fees shall be due and collectable as a part of this debt and stand secured by this mortgage.

7. It is also Covenanted and Agreed, that the said Mortgagor--shall hold and enjoy the possession of said premises until default of payment as herein provided or a breach of some of the covenants and agreements herein shall be made.

WITNESS my hand and seal this the 9 day of April A. D., 1941, Nineteen Hundred Forty-one.

Signed, Sealed and Delivered

in the presence of:

Grady Jones

B. F. Wigington

J. C. Payne (L.S.)

THE STATE OF SOUTH CAROLINA, )

COUNTY OF GREENVILLE. )

PERSONALLY appeared before me Grady Jones and made oath that he saw the within named J. C. Payne sign, seal and as his Act and Deed deliver the within written Deed, and that--he--with B. F. Wigington witnessed the execution thereof.

Sworn to before me this 9 day of April, A. D., 1941.

B. F. Wigington (L.S.)

Notary Public for South Carolina

Grady Jones

THE STATE OF SOUTH CAROLINA, )

COUNTY OF GREENVILLE )

I, B. F. Wigington, a Notary Public in South Car. do hereby certify unto all whom it may concern that Mrs. Pauline Payne the wife of the within named J. C. Payne did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named R. B. Gresham his Heirs and Assigns all her interest and estate and also her rights and claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal this 9 day of April, A. D., 1941.

B. F. Wigington (L.S)

Notary Public for South Carolina.

Pauline Payne.

Recorded April 9th, 1941, at 11:25 A.M. #5418 BY:N.S.