

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 24588-8-13-40

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY COME

R. M. CAINE hereinafter called the Mortgagor, of Greenville County, in the State aforesaid,
SENDS GREETINGS:

WHEREAS, the said mortgagor is indebted in and by a certain note of even date herewith for the principal sum of FORTY-SIX THOUSAND AND NO/100 dollars (\$46,000.00), bearing interest at the rate of four per cent per annum, said note being payable to the order of Bearer, at the office of First Mortgage Corporation, in Richmond, Virginia, or at such other place as the holder of said note may designate, as follows:

\$46,000.00 on August 1, 1941, with privilege of anticipation at any time at par and accrued interest. Said note having been given to secure payment of purchase price for the property hereinafter described.

NOW KNOW ALL MEN, That the said mortgagor in consideration of the said Debt and Note aforesaid, and for the better securing the payment of the same or of any renewal or extension thereof, in whole or in part, and the performance of the covenants herein contained, according to the condition of the said Note, and also in consideration of the further sum of one dollar well and truly paid, at and before the sealing and delivery of these Presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain and sell and release, unto Jotwood, Incorporated, a Virginia corporation with its principal office in the City of Richmond, its successors and assigns, the following property situated in the County of Greenville, City of Greenville, State of South Carolina, to-wit:

All that certain piece, parcel or land, situate in the City of Greenville, County of Greenville, State of South Carolina, on the west side of South Main Street, and having the following metes and bounds, to-wit:

Beginning at a point on South Main Street at corner of Poinsett Hotel, 47 feet and 6 inches from Court House Square, and running thence N. 20-20 E. 52 feet 5 inches with S. Main Street to the Poe line; thence with Poe Building N. 69-12 W. 113 feet and one-fourth (1/4) inch; thence S. 21-27 W. 52 feet and 6 1/2 inches to the Poinsett Hotel line; thence with hotel line S. 69-16 E. 112 feet to the beginning corner.

And being the same property conveyed to R. M. Caine by deed of even date herewith from Jotwood, Inc., which is to be recorded contemporaneously herewith.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; also all electric wiring, heating, plumbing and heating fixtures and appliances for heating, lighting, and refrigeration, screens, awnings, shades or other equipment now or hereafter installed in or on said premises by the mortgagor, or owner, and used or for use therein or thereon shall be held to be real fixtures and part of the mortgaged property hereby conveyed whether attached to the free-hold or not and subject to the lien of this instrument, provided, however, that trade fixtures and other personal fixtures of any tenant now or hereafter installed are not intended to be included in this provision and shall not be in any wise affected hereby or subject to the lien hereof.

TO HAVE AND TO HOLD all and singular the said premises unto the said Jotwood, Inc. And the mortgagor hereby binds himself, his heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Jotwood, Inc., from and against the mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these Presents, that if the said mortgagor does, and shall, well and truly pay, or cause to be paid, unto the said Jotwood, Inc., the said debt or sum of money aforesaid, with the interest thereon to time of payment, and shall perform the Covenants herein contained, according to the true intention and meaning of said Note and 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.

1- AND IT IS COVENANTED, By and between the said parties, that the said mortgagor shall and will insure the house and buildings on said land in such Insurance Company or Companies as may be approved by the said Jotwood, Inc., in the sum of not less than Forty Six Thousand and no/100 Dollars fire, and will keep the same insured from loss or damage by fire, and will assign the Policy or Policies of Insurance to the said Jotwood, Inc., and that in case the mortgagor shall at any time neglect or fail so to do, then the said Jotwood, Inc. may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, with interest thereon at the rate of four per centum per annum, and that the same shall stand secured by this Mortgage.

2- AND IT IS FURTHER COVENANTED, That any and all fire insurance in the possession of the mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and within the limits prescribed by the mortgage be increased or decreased by the mortgagee at any time. For that purpose the mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments