

MORTGAGE OF REAL ESTATE

THE STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. M. Davis, of the County of Greenville of the State aforesaid SEND GREETING:

Whereas, I, the said W. M. Davis in and by my certain note in writing, of even date with these presents, am well and truly indebted to Bank of Ware Shoals, S. C., in the full and just sum of Three Hundred Seventy-two Dollars (\$372.00), to be paid to the Bank of Ware Shoals, a Banking Corporation under the laws of the State of South Carolina, with its principal office at Ware Shoals, S. C. on June 5th, 1942, with interest thereon from Maturity at the rate of Seven per cent. per annum, to be computed and paid to the Bank of Ware Shoals until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest to at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of Ten per centum on the amount due on the event of collection by suit besides all costs and expenses for collection to be added to the amount due on said note and to be collectible as a part thereof, if the same be or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said W. M. Davis for and in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Bank of Ware Shoals according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said W. M. Davis, in hand well and truly paid by the said Bank of Ware Shoals, at and before the signing 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 Bank of Ware Shoals the following:

All that piece, parcel or tract of land containing one acre more or less in Greenville County on the West side of the Greenville-Greenwood Highway. Being originally part of the J. L. Pressley place, adjoining land on the north of Mrs. Joe Davenport, on the East by said Highway, on the South by other lands of J. B. Davenport; on the west by the old Greenville Road or Mrs. Joe Davenport, having been the Nannie Bagwell land.

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 Premises before mentioned unto the said Bank of Ware Shoals, its Heirs and Assigns forever.

And I do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Bank of Ware Shoals its Heirs and Assigns, from and against my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and building on said lot in a sum not less than the full insurable value Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and assigns the policy of insurance to the said mortgagee; and that in the event that the mortgagor, shall at any time fail to do so, then the said mortgagee, may cause the same to be insured in my name and reimburse Bank of Ware Shoals for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid I, W. M. Davis hereby assigns the rents and profits of the above described premises to said mortgagee, or its Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and the profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties of these Presents, that If I, the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee Bank of Ware Shoals. The debt or sum of money aforesaid, with interest thereon, if any 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 said mortgagor W. M. Davis to hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 5th day of June in the year of our Lord One thousand, nine hundred and forty-one and in the one hundred and \_\_\_\_\_ year of the Independence of the United States of America.

placed in the hands of an attorney for collection.

RECORDED AND INDEXED  
JUN 10 1942  
GREENVILLE, S. C.