

## MORTGAGE OF REAL ESTATE

WALKER, ENNE &amp; COSWELL CO., CHARLESTON, S. C. 14200-9-13-40

THE STATE OF SOUTH CAROLINA, )  
 COUNTY OF GREENVILLE. )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. T. Mattison, of the County of Greenville, in the State aforesaid. SEND GREETING;

WHEREAS, I the said W. T. Mattison am indebted in and by my certain Note--bearing date the 30th day of December, A. D., 1941, in the sum of FOURTEEN THOUSAND (\$14,000.00) DOLLARS payable to Herman A. Moore or Order, on the 30th day of December, 1943 with interest from date at the rate of 3% per annum, together with an Attorney's fee of 10% of the amount due if placed in the hands of an Attorney for collection, as in and by said Note--reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That I, the said W. T. Mattison for and in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said Herman A. Moore according to the conditions of the said Note--and also in consideration of the sum of ONE DOLLAR to me in hand well and truly paid by the said Herman A. Moore 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 Herman A. Moore the following:

All that certain lot or parcel of land, with building and improvements thereon, situate, lying and being in the intersection of Augusta and Pendleton Streets, in the City of Greenville, S. C., and having, according to a survey made by Dalton and Neves, Engineers, Greenville, the following metes and bounds, to-wit:

BEGINNING at a point in the Northern line of Augusta Street, which point is the Southwest corner of a brick wall and is 116.2 feet West of the intersection of Pendleton and Augusta Streets, and running thence along the Western edge of said brick wall N. 33-40 West 71.65 feet to a point in the Southern side of Pendleton Street; thence with South side of Pendleton Street N. 71-30 East 116 feet to a point in the intersection of Pendleton and Augusta Streets; thence S. 34-44 East 10.8 feet to a point in the Northern line of Augusta Street; thence with the Northern line of said Augusta Street S. 41-06 West 116.2 feet to the point of beginning.

Subject, however, to the right of the American Land and Investment Company, its successors and assigns, to tie to said brick wall first above mentioned and use said brick wall in common with the grantee, its successors and assigns.

The above being the identical property conveyed to W. T. Mattison by deed of Herman A. Moore bearing date December 30, 1941, and recorded in the Register of Mesne Conveyance Office for Greenville County, S. C. in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_.

IT IS UNDERSTOOD AND AGREED that this is a second mortgage on the above property. The South Carolina National Bank of Charleston, S. C. holds a first mortgage in the sum of \$21,000.00.

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Herman A. Moore, his 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 Herman A. Moore, his Heirs and Assigns from and against me and my Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the said or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor--do and shall well and truly pay or cause to be paid unto the said Mortgagee-- or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--; and do and perform all of the covenants and agreements herein contained, then this deed or Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor-- his Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee-- in a sum not less than \_\_\_\_\_ Dollars against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee--, and in case that he fails to do so, the said Mortgagee--, Executors, Administrators or Assigns may cause the same to be done and reimburse himself for the premiums and expenses with interest thereon at the rate of 3 per cent, and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said Mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 3 per cent, per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor--, agents and tenants shall keep the said premises in as good order and condition as they now are, and not commit waste or cut