

MORTGAGE OF REAL ESTATE

WALKER, EMAN & COGSWELL CO., CHARLESTON, S. C. 14200-9-19-40

THE STATE OF SOUTH CAROLINA,
COUNTY OF LAURENS.

TO ALL WHOM THESE PRESENTS MAY COME:

Mrs. Elmer Smith SEND GREETING:

WHEREAS, I the said Mrs. Elmer Smith am well and truly indebted to Reuben A. Pitts in the sum of \$550.00 and have given my hand and seal to note given Jan. 1st, 1942 due and payable Dec. 1. 1942 with interest 7% per annum, payable annually until paid in full, and if not paid in full, and is not so paid then to become principal and draw interest at the same rate, in the event of collection by suit, or by Attorney, as in and to the said note, reference being thereto had will more fully appear.

NOW KNOW ALL MEN, That I the said Mrs. Elmer Smith in consideration of the said debt and of money aforesaid, and for the better securing payment thereof, or any renewals thereof, to the said Reuben A. Pitts according to the terms of said note and also in consideration of the further sum of Three Dollars to me the said Mrs. Elmer Smith in hand well and truly paid by the said Reuben A. Pitts 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 Reuben A. Pitts.

All that certain tract or plantation of land situate, lying and being in Greenville County, State of South Carolina in Dunklin Township containing fifty-nine and one third acres, more or less and bounded as follows:

On North by lands of Belton Simms, on the East by lands of John Allison and on West by lands of R. L. Sims. Being the same tract of land purchases by me from J. McSwain.

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 Reuben A. Pitts Heirs and Assigns forever. And I do hereby bind myself Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said Reuben A. Pitts 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 Mrs. Elmer Smith agree to insure the house and buildings on said lot in the sum of not less than full insurable value Dollars and keep the same insured from loss and damage by fire, and assign the policy of insurance to the said Reuben A. Pitts and that in the event that the Mortgagor shall at any time fail to do so, then the said Reuben A. Pitts may cause the same to be insured in my name and reimburse itself 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, 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 proceeding 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 Mrs. Elmer Smith do and shall well and truly pay, or cause to be paid, unto the said Reuben A. Pitts 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, 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 I am to hold and enjoy the said premises until default of payment shall be made.

Witness my hand and seal this 1st day of Jan., in the year of our Lord one thousand nine hundred and 42; and in the one hundred and sixty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered
in the Presence of

SATISFACTION FILED
DAY OF
AT
RECORDED