

MORTGAGE OF REAL ESTATE

WALKER, EMMS & COGSWELL CO., CHARLESTON, S. C. 14806-8-13-40

THE STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Belton R. Coker, of the State and County aforesaid, SEND GREETING:

Whereas, I the said Belton R. Coker in and by my certain promissory note in writing of even date with these present, am well and truly indebted to J. B. Martin, of the County of Anderson, in the State aforesaid, in the full and just sum of One Thousand (\$1,000.00) Dollars to be paid twelve months after date, with interest thereon from date at the rate of 7 per cent. per annum, to be computed and paid annually until paid in full; and all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be 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 hereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent besides all costs of collection, to be added to the amount due on the said note and to be collectible, as a part thereof; if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or be 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 Belton R. Coker in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. B. Martin according to the terms of said note, and also in consideration of the further sum of Three Dollars to me the said Belton R. Coker in hand well and truly paid by the said J. B. Martin 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 J. B. Martin, his heirs and assigns, all that certain piece, parcel or lot of land situate, lying and being in Oaklawn Township, County and State aforesaid, and being more fully described as follows: Beginning at a point in center of Augusta Road at corner of land of A. Traynham Estate and running thence along line of said Traynham land N. 56-30 W. 375.5 feet to a stake; thence N. 18-45 E. 120 feet to a stake; thence S. 56-30 E. 375.5 feet to a point in the Augusta Road, thence along said Road S. 18-45 W. 120 feet to the beginning corner, and containing one acre, more or less, and being the same lot of land conveyed to me by J. A. Coker by deed dated March 19, 1936 of record in the R. & C. Office for Greenville County, South Carolina, in Vol. 1087, at page 25.

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 J. B. Martin, 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 Heirs and Assigns, from and against my and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgagor does hereby covenant and agree to procure and maintain insurance in the amount not less than One Thousand and 00/100 dollars against all loss or damage by fire, in some insurance company acceptable to the mortgagee herein, upon all buildings now or hereafter existing upon said real estate, and to assign such insurance to the mortgagee as additional security, and in default thereof said mortgagee may procure and maintain such insurance and add the expense thereof to the face of the mortgage debt as a part of the principal and the same shall bear interest at the same rate and in the same manner as the balance of the mortgage debt and the lien of the mortgage shall be extended to include and secure the same. In case said mortgagor shall fail to procure and maintain (either of both) such insurance as aforesaid, the whole debt secured hereby shall, at the option of the mortgagee, become immediately due and payable, and this without regard to whether or not said mortgagee shall have procured or maintained such insurance as above permitted.

Mortgagor does hereby covenant and agree to pay promptly when due all taxes and assessments that may be levied or assessed against said real estate, and also all judgments or other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, I hereby assign the rents and profits of the above described premises to the said mortgagee, or his 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 profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties

*November 1946*

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