

MORTGAGE OF REAL ESTATE

streets; thence along the western side of Brown Street south nineteen degrees thirty minutes west 61 feet 4 inches to a point on said Brown Street at the northern side of an alley, which point is 74 feet 2 inches from the northwest corner of Brown and Washington Street; thence with the northern side of said alley north sixty-nine degrees twenty minutes west 130 feet 9½ inches to a point on said alley; thence north twenty degrees forty-one minutes east along the western side of a wall 24 feet to an angle in said wall; thence along the southern side of the wall and the northern side of another wall north seventy degrees twenty-four minutes west, 95 feet and 4 inches to a point on Main Street at the northwest corner of a wall, which point is 33 feet from the point of beginning; thence with the eastern side of North Main Street north twenty degrees no minutes east 33 feet to the point of beginning.

"The above described property being the same owned by T. Frank Hunt, deceased, and conveyed to the undersigned under the terms of his last will and testament dated February 27, 1922, on file in the office of the Probate Court for Greenville County in Apartment 262, File 18.

It is understood and agreed that this mortgage covers only the premises and portion of the building located thereon and not that portion of the building located on the adjoining Cauble property to the south.

This mortgage is signed by Jessie O. Hunt to convey by way of mortgage whatever right, title, or interest she might have in the premises above described to secure payment of the note hereinabove referred to but without any personal liability on the part of the said Jessie O. Hunt for payment of said note.

It is further understood and agreed that the interests of the minors for whom this mortgage is signed is conveyed as security for the note hereinabove referred to without any personal liability on the part of any of said minors for payment of said note.

This mortgage is executed on behalf of the minor respondents, Elizabeth Eugenia (Jeanne) Hunt and Timothy Frank Hunt, and on behalf of the minor respondents, Frank Hunt and David Hunt, Gloria Sherman and Flora Sherman, and Bill B. Bozeman and Harriett Bozeman, individually and as representative of all the unborn children of David W. Hunt, Flora H. Sherman, and Harriett H. Bozeman, by their respective guardians ad litem pursuant to decree of the Court in the case of Belle B. Hunt, individually and as Executrix and Trustee under the will of T. Frank Hunt, deceased, Petitioner, vs. David W. Hunt, et al., dated April 10th, 1942, and filed in the office of the Clerk of Court for Greenville County in Judgement Roll E-9105.

TOGETHER With all and singular the right, 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 The First National Bank of Greenville, S. C., as Trustee, its successors and assigns forever.

And we do hereby bind ourselves, our successors heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against us, our heirs, executors, administrators, successors and assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the buildings on said land for not less than Twenty Thousand Dollars (\$20,000.00) in a company or companies which shall be acceptable to the mortgagee and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagors to pay any insurance premium or any taxes or other public assessment or any part thereof, the mortgagee may at its option declare the full amount of this mortgage due and payable.

PROVIDED Always, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if the mortgagors do and shall well and truly pay, or cause to be paid unto the said mortgagee 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, 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 the mortgagors are to hold and enjoy the said premises until default of payment shall be made.

And if at any time any part of said debt or interest thereon be past due and unpaid, we hereby assign the rents and profits of the above described premises to said mortgagee, or its successors 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 and expenses without liability to account for anything the rents and the profits actually collected.