

MORTGAGE OF REAL ESTATE

WALKER, EVANS & OSBORN, CHARLESTON, S. C. 14550-9-13-40

THE STATE OF SOUTH CAROLINA)
 COUNTY OF AIKEN)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, NORMAN E. CULLUM SEND GREETING:

WHEREAS, I the said Norman E. Cullum in and by my certain note or obligation bearing date the same as this instrument stand firmly held and bound unto Lucile E. Cullum conditioned for the payment of the full and just sum of SIX THOUSAND DOLLARS (\$6000.00) payable one year from date hereof without interest. The mortgagor however is relieved from any liability when the equity of the security in this mortgage is exhausted, (as in and by the said note and Conditioned thereof, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That I the said Norman E. Cullum in consideration of the said debt and sum of money aforesaid, and for the better securing payment thereof to the said Lucile C. Cullum according to the condition of the said note; and also in consideration of the further sum of THREE DOLLARS, to me the said Norman E. Cullum in hand well and truly paid by the said Lucile E. Cullum 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 Lucile C. Cullum, her heirs and assigns forever:

All that piece, parcel or lot of land with improvements thereon in Greenville Township, Greenville County, State of South Carolina, near the City of Greenville on the north side of Carroll Street just off McDaniel Avenue, being known and designated as lot No. 4 on plat of property of Helen B. McDaniel made by Dutton & Neves, Engineers, in November, 1940, and recorded in the R. M. C. office for Greenville County in Plat Book ___ page ___, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of said Carroll Street at the southeast corner of lot No. 3, said pin being 255 feet from the northeast corner of McDaniel Avenue and said Carroll Street, and running thence along said Carroll Street S. 63-53 E. 75 feet to an iron pin at corner of lot No. 5; thence along line of said lot No. 5 N. 19-26 E. 216.68 feet to an iron pin; thence N. 67-35 W. 83 feet to an iron pin at corner of lot No. 3; thence along line of said lot #3 S. 17-14 W. 212.4 feet to the beginning corner.

This is a purchase money mortgage.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or pertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said Lucile C. Cullum, her 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 premises unto the said Lucile C. Cullum, her Heirs and Assigns from and against me and all Heirs, Executors, Administrators and Assigns and against all others whomsoever lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his Heirs, Executors or Administrators shall and will forthwith insure the House and Buildings on said lot and keep the same insured from loss or damage by fire and assign the policy of insurance to the said Lucile C. Cullum, her Executors, Administrators or Assigns, and in case he or they shall at any time neglect or fail so to do then the said Mortgagee, her Executors, Administrators or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said Norman E. Cullum do and shall well and truly pay or cause to be paid unto the said Lucile C. Cullum 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 and Condition thereunder written, and all sums of money provided to be paid by the Mortgagor, his Heirs, Executors, Administrators or Assigns, under the covenants of this Mortgage, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue. AND IT IS AGREED, by and between the said parties that Norman E. Cullum shall hold and enjoy the said Premises until default of payment shall be made.

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case he fails to do so, the said Mortgagee her Executors, Administrators or Assigns may pay said taxes, together with any costs or penalties incurred thereon or any part thereof and reimburse herself for the same under this Mortgage.

And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action, or this Mortgage be foreclosed or put into the hands of an Attorney for collection, suit, or foreclosure, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of