

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CORNWELL CO., CHARLESTON, S. C. 14885-9-13-40

THE STATE OF SOUTH CAROLINA,)

COUNTY OF LAURENS)

TO ALL WHOM THESE PRESENT MAY CONCERN:

We, Charlie Carroll Davis and Mrs. Madgie Lee Davis, of Princeton, S. C. SEND GREETING:

Whereas, we the said Charlie Carroll Davis and Mrs. Madgie Lee Davis in and by our certain x note in writing, of even date with these presents, stand well and truly indebted to Mr. J. H. McCuen, Belton, S. C., in the full and just sum of One Thousand Dollars (\$1,000.00) to be paid in four years from date. Payments to be made in four equal payments of two hundred fifty dollars a year plus interest. Or if care to have the privilege of paying the full amount in less time, with interest thereon from date at the rate of 5 per cent. per annum to be computed and paid annually until paid in full; 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 cost and expenses 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 by 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 we, the said Charlie Carroll Davis & Mrs. Madgie Lee Davis in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said J. H. McCuen according to the terms of said note, and also in consideration of the further sum of Three Dollars, to us the said Charlie Carroll Davis and Mrs. Madgie Lee Davis in hand well and truly paid by the said J. H. McCuen at and before the signing of these Presents, the receipt where of is hereby acknowledged, have granted, bargained sold and released and by these Presents do grant, bargain, sell and release unto the said J. H. McCuen, his heirs and assigns forever:

All that plantation or tract of land containing One Hundred and Nineteen and one-half acres, more or less, situated in the Counties of Laurens and Greenville, lying on a branch of little Horse Creek Waters of Reedy River, beginning on a stone 3x on the branch on the Greenville and Laurens Line running thence S. 6 1/2 W. 14.65 to W. Oak 3x bounding on J. T. Machen; thence up the meanders of the branch S 22 W 8.65 to Station; thence S 8 W 9.50 to a station; thence S 22 1/2 W 14.40 to Rock 3x on the branch; thence N 77 1/2 W 37.50 to Rock 3x bounding on Benj. F. Arnold; thence N 10 E 37.50 to Rock 3x on the branch bounding on Easters; thence up the meanders of the branch S 31 E 5 to a station; thence S 17 E 45.00 to a station; thence S 10 E 8.47 to white oak 3x; thence S 28 E 9.40 to Post Oak 3x; thence N 37.62 to the beginning.

This being the same tract of land conveyed us by Mrs. Ollie Erick Haynie on the 18th day of March 1943 of record in the Clerk of Court's office for Laurens County in deed Book Page _____

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. H. McCuen, his Heirs and Assigns forever. And we do hereby bind ourselves our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said J. H. McCuen, his Heirs and Assigns, from and against us and our 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 an amount not less than One Thousand 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 addition 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 premitted.

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

RECORDED IN GREENVILLE COUNTY, S.C. Ollie Erick Haynie