

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CORNWELL CO., CHARLESTON, S. C. 14800-2-13-43

repair and unceasingly insured to the satisfaction of said mortgagee against damage by fire and to deliver the insurance policies to him; also to pay him forthwith any sums which he may pay for taxes, insurance, repairs, counsel fees and any other purpose, with interest.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if we, the said mortgagors, do and shall well and truly comply with the true intent and meaning of this mortgage, then this deed of bargain and seal shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue. It is further agreed that we are to hold and enjoy said premises until default be made of the conditions here stated.

Notwithstanding any of the above, it is distinctly understood and agreed between the mortgagors and the mortgagee;

1. That the execution of this mortgage is not to be construed as any admission of liability on the part of the mortgagors or of the estate of Alpha McGee Jordan unless it shall be judicially determined that said premises are subject to the lien of said mortgage or of some other encumbrances on said premises existing on the said 24th day of February, 1934, or that there was some other defect in the title to said premises or cloud thereon upon said date; the purpose hereof being solely to afford absolute protection to said Aileen McGee against any breach of the warranty given her by said Alpha McGee Jordan.

2. That no liability shall be determined except and unless the said mortgagors be made parties to any action involving such liability.

3. That the mortgagors reserve all rights to resist the fixing of any liability sought to be imposed upon them or the estate of Alpha McGee Jordan.

4. That the mortgagee binds himself and his successors and assigns to cancel the within mortgage and to satisfy it upon the record promptly upon the payment of the mortgage executed by R. G. Grist to B. M. McGee, recorded in Book 41, page 218, and its proper satisfaction of record, or upon compliance by said Martha Jordan and Eleanor Jordan Land with the terms of any final decree fixing liability upon them or the estate of Alpha McGee Jordan in any action brought as above provided.

Witness our hands and seals, this the 10th day of April, in the year of our Lord one thousand, nine hundred and forty-three.

Signed, sealed and delivered

in presence of:

W. D. Workman

Vivian W. Workman

Martha Jordan (L. S.)

Eleanor Jordan Land (L. S.)

State of South Carolina,
County of Greenville.

Personally appeared before me Vivian W. Workman and made oath that she saw the within named Martha Jordan and Eleanor Jordan Land sign, seal and as their act and deed deliver the within written deed, and that she, with W. D. Workman, witnessed the execution thereof.

Sworn to before me, this 10th day of Apr. A. D. 1943.

Vivian W. Workman.

W. D. Workman (L. S.)

Notary Public for South Carolina.

Recorded April 14th, 1943 at 3:42 P. M. #3685 BY:E.G.