

MORTGAGE OF REAL ESTATE

WALKER, EVANS & ROBERTSON, CO., CHARLESTON, S. C. 14566-9-13-40

THE STATE OF SOUTH CAROLINA,)

GREENVILLE COUNTY)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

We, E. C. Chapman and Roscoe Cooley of the County of Belton, R. # 3 in the State aforesaid, SEND GREETING:

WHEREAS we the said E. C. Chapman and Roscoe Cooley are indebted in and by our certain Note--bearing date the 7th day of April A. D., 1943, in the sum of FIVE HUNDRED DOLLARS, payable to Agnes Louise Hitch or Order, to be paid as follows: \$100 to be paid on Nov. 1st, 1943; \$100. to be paid on March 1st, 1944; \$200. to be paid on Nov. 1st 1944; \$100. to be paid on Nov. 1st 1945 as in and by the said Note--reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That we the said E. C. Chapman and Roscoe Cooley in consideration of the said debt and Note--aforesaid, and the performance of the covenants hereinafter named and contained, to the said Agnes Louise Hitch according to the conditions of the Said Note-- and also in consideration of the sum of ONE DOLLAR to us in hand well and truly paid by the said Agnes Louise Hitch 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 Agnes Louise Hitch the following:

All that certain lot, parcel or tract of land, lying and being situated in said County and State and containing SIXTY ACRES, more or less, Being bounded on the North by lands of Robert Rhodes and Rosa Smith; on the East by lands of J. T. Chapman; on the South by waters of Saluda River; on the West by lands of Earnest Cochran; Being the same tract of land conveyed to the grantor by deed of Daisy Williams Hitch during the year of 1942.

It is understood and agreed that no timber is to be cut or used from the said premises, except for house hold purposes in the usual manner and custom in the community, until this mortgage has been paid in full.

This is a purchase price mortgage.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Agnes Louise Hitch, her Heirs and Assigns, forever. And we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Agnes Louise Hitch, her Heirs and Assigns from and against us and our Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor--do and shall well and truly pay or cause to be paid unto the said Mortgagee--or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note--; and do and perform all of the covenants and agreements herein contained, then this deed of Bargain, shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. (This Paragraph Marked Out)

2. It is also Covenanted and Agreed that the said Mortgagor--shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case fails so to do the said Mortgagee may cause the same to be paid and reimburse--self--therefor with interest at the rate of 7 per cent. per annum, and the amount so secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor--agents and tenants shall keep the said premises in as good order and condition as they now are, and not commit waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee-- or holder, ^{hereof} shall be the judge as to the same as to whether in impairs the said security.

4. And it is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note--, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee of the holder hereof.

5. (This Paragraph marked Out)

6. It is also Covenanted and Agreed, that in case the said debt, or any part thereof is established by any action for foreclosure or of debt on the said NOTE--that the said Mortgagee--in addition to the said debt shall also recover of the said Mortgagors all attorney's fees incurred not to exceed Ten per cent, of the amount of this debt and interest, or in case the ^{said} Note--and mortgage shall be placed with an attorney for collection, all attorney's fees shall be due and