

MORTGAGE OF REAL ESTATE

4228 PROVISIONS—FARRARD CO.—GREENVILLE

THE STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE. )

TO ALL WHOM THESE PRESENTS MY CONCERN:

I, K. S. Stilwell SEND GREETING

WHEREAS, I the said K. S. Stilwell am indebted unto The Commercial State Bank, Whitmire, S. C., in the full and just sum of Thirteen Hundred (\$1,300.00) Dollars as evidenced by my promissory note of even date in the following words and figures, to-wit:

\$1,300.00

Newberry, S. C. January 5, 1944

One year after date for value received, I promise to pay to the order of The Commercial State Bank, Whitmire, S. C., Thirteen Hundred and No/100 Dollars at The Commercial State Bank, Whitmire, S. C. with interest from date at the rate of five per cent. per annum; and also ten per cent. additional as an attorney's fee, if this note is placed in the hands of an attorney for collection by suit or otherwise, and all makers and endorsers hereof do hereby waive demand, presentment for payment, notice of dishonor, protest and notice of protest.

NOW, KNOW ALL MEN, that I the said K. S. Stilwell in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The Commercial State Bank according to the terms of the said note and also in consideration of the further sum of THREE DOLLARS to me the said K. S. Stilwell in hand well and truly paid by the said The Commercial State Bank 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 Commercial State Bank, Whitmire, S. C., and by these

All that piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, on branch waters of Enoree River adjoining land now or formerly of John White's Estate, E. B. Hughes and others, and having the following description and bounds, to-wit: BEGINNING on a maple on the League Branch below where a spring branch empties into same and running up the meanders of said spring branch 14.70 chains to a sweet gum 3xnm; thence N. 37 E. 48.40 to a stake at the head of a gully; thence down said gully as a line S. 38 3/4 E. 7.79 to bend; thence S. 43 E. 2.50 to bend; thence N. 47 3/4 E. 3.50 to a wild cherry on bank of League's branch with the meanders thereof, as a line, 48.00 chains to the beginning corner, containing fifty three (53) acres, more or less.

This is the identical tract of land conveyed to me by deed of S. G. Hughes, et als., dated November 30th, 1943, and recorded in the Office of the Clerk of Court for Greenville County in Deed Book 259 at page 256.

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 said Premises unto the said The Commercial State Bank, its successors and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said The Commercial State Bank, its successors and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and all other persons lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the said parties that the said K. S. Stilwell, his Heirs, Executors or Administrators, shall and will 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 The Commercial State Bank and in case that he or they shall, at any time, neglect or fail so to do, then the said The Commercial State Bank may cause the same to be insured in its name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of six per cent. per annum, from the date of such payment, under this Mortgage.

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 or they fail to do so, the said Mortgagee its successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of six per cent. per annum from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said K. S. Stilwell do and shall well and truly pay, or cause to be paid, unto the said The Commercial State Bank the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the

*South Carolina new bank that the mortgage is fully satisfied*  
*September 1944*  
*Commercial State Bank*  
*RECEIVED AND CANCELLED OF*  
*THE COMMERCIAL STATE BANK*  
*WHITMIRE, S. C.*  
*SEP 10 1944*  
*#10261*