

THE STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE)

TO ALL MEN WHOM THESE PRESENTS MAY CONCERN:

I, (Mrs.) Pearl Bagwell Smith, of the County of Greenville, State of South Carolina Send Greeting:

Whereas, I the said (Mrs.) Pearl Bagwell Smith in and by my certain note bearing date the seventeenth day of April, A. D. 1943, stand firmly held and bound unto City Loans, Incorporated of Winston-Salem, North Carolina for the payment of the sum of Three hundred and no/100 (\$300.00) Dollars, payable in three equal annual consecutive installments of \$100.00 each, said installments being payable one thereof on or before the 1st day of November of each of the years 1944 to 1946, both inclusive. The deferred payments to bear interest at the rate of 6% per annum from November 1, 1943, payable annually, together with said installments of principal; together with all costs of collection, including ten per cent attorneys' fees, if this note be not paid when due and the same be placed in the hands of an attorney for collection, provided further that the mortgagor may pay in advance any number of installments, or any portion thereof, on account of the principal of the loan, or pay the entire principal at any time, as in and by said note or obligation reference being thereunto had, will more fully appear.

Now Know All Men, That I the said (Mrs.) Pearl Bagwell Smith mortgagor herein, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said City Loans, Incorporated, and also in consideration of the further sum of Three Dollars, to the undersigned mortgagor in hand well and truly paid by the said City Loans, Incorporated 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 City Loans, Incorporated all that certain piece, parcel or tract of land, situate, lying and being in Fairview Township, Greenville County, State of South Carolina, containing eighteen and 32/100 (18.32) acres, more or less, and being bounded on the North by lands now of Wilcon Wood, formerly of The First Carolinas Joint Stock Land Bank of Columbia, S. C., on the East by lands now or formerly of G. A. Fowler; on the South by lands now or formerly of G. A. Fowler; on the West by lands now of Wilcon Wood, formerly of The First Carolinas Joint Stock Land Bank of Columbia, S. C., and being shown and delineated as Tract No. 4 on plat of survey made by A. I. Schisler, Surveyor, June 5, 1940; this being the land this day conveyed to the mortgagor by the mortgagee, by its deed to be recorded, this mortgage being given to secure the credit portion of the purchase price of said conveyance.

Together with all and singular the rights members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining.

And it is agreed, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be a part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is agreed that in consideration of the making of the loan secured hereby, the mortgagor has waived, released and relinquished, and hereby waives, releases and relinquishes the benefit of The Mortgage Foreclosure Procedure Act, the Deficiency Judgment Act and of all moratorium or other laws which have been or which may hereafter be, passed by the legislature of the State of South Carolina affecting the mortgagor's liability for the debt secured hereby, or the enforcement of the lien of this mortgage, and covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental hereinafter provided in case of holding over after completion of sale.

To Have and to Hold all and singular the said premises unto the said City Loans, Incorporated its successors and assigns forever. And the mortgagor binds himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said City Loans, Incorporated its successors and assigns from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons 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 (which