

MORTGAGE OF REAL ESTATE

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

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, W. C. Owens, of Anderson County, South Carolina, SEND GREETING:

Whereas, I the said W. C. Owens and by my certain Note in writing, of even date with these presents, am well and truly indebted to T. M. Fernell in the full and just sum of One Hundred Fifty & 00/100--Dollars to be paid One day after date, with interest thereon from date at the rate of 7 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 costs 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) in and by the said note, reference being thereunto had, will more fully appear.

NOW KNOW ALL MEN, That I, the said W. C. Owens in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said T. M. Fernell according to the terms of said note, and also in consideration of the further sum of Three Dollars, to me the said W. C. Owens in hand well and truly paid by the said T. M. Fernell at and before the signing 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 T. M. Fernell, his heirs and assigns:

All that certain piece, parcel or tract of land, situate on the West side of the Holland's Ford Road, about two miles South of Pelzer, in Oak Lawn Township, County and State aforesaid, containing (29) twenty nine acres more or less, being lot No. 4, of subdivision of the estate of Mrs. Narcissus N. Anderson, as shown by plat made by E. Hawes, Jr., November 28th, 1913, and recorded in R. M. C. Office, Greenville County, South Carolina, in Plat Book E, Pages 74 to 77 inclusive, being the same tract of land conveyed to me by deed of Pink Waynard, dated March 25th 1944, and recorded in the office of R. M. C. for Greenville County, S. C., on the 8th day of April 1944, in Vol. 262, Page 303.

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 T. M. Fernell, his Heirs 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 T. M. Fernell, his Heirs and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgager does hereby covenant and agree to procure and maintain insurance in an amount not less than _____ 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 additional 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 mortgager shall fail to procure and maintain (either or 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 permitted.

Mortgager 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 other charges, liens or encumbrances that may be recovered against the same or that may become a lien thereon, and in default thereof said mortgagee shall have the same rights and options as above provided in case of insurance.

And if at any time any part of said debt, or interest thereon, be past due and unpaid I hereby assign, the rents and profits of the above described premises to said mortgagee, or his Heirs, Executors, Administrators or Assigns and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs and expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if _____, the said mortgager, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgager, _____ to hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 8th day of April in the year of our Lord one thousand, nine hundred and Forty-Four, in the one hundred and 68th year of the Independence of the United States of America.

Signed, sealed and delivered
 in the presence of

L. C. King

W. C. Owens (L.S.)