

STATE OF SOUTH CAROLINA,)
 COUNTY OF GREENVILLE.)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, J. A. Mimms, of said County and State SEND GREETING:

WHEREAS, I the said J. A. Mimms in and by my certain Bond or obligation, bearing date the 26th day of February, A. D. 1945, stand firmly held and bound unto Byron Wham and Robert L. Wham in the penal sum of Five thousand and no/100 (\$5000.00) Dollars, conditioned for the payment of the full and just sum of Twenty five hundred and no/100 (\$2500.00) Dollars, as follows; Fifty and No/100 (\$50.00) Dollars on April 1st, 1945 and a like sum on the first day of each and every month thereafter until the entire principal sum is paid, or a total of fifty month, together with interest in the unpaid principal sum at the rate of five per cent per annum, payable annually on the 1st day of March of each year until the entire principal sum and all accrued interest is paid in full. Default in the payment of any interest or principal installment to render the entire obligation due and payable at the option of the mortgagees, as in and by the said Bond and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I the said J. A. Mimms for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said Byron Wham and Robert L. Wham, according to the condition of the said Bond, and also in consideration of the further sum of THREE DOLLARS, to me the said J. A. Mimms in hand well and truly paid by the said Byron Wham and Robert L. Wham at and before the sealing and delivery of these presents and receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Byron Wham and Robert L. Wham:

All that piece, parcel or lot of land in Fairview Township, Greenville County, South Carolina, in the town of Fountain Inn, on the South side of Main Street, and more particularly described as follows:

Beginning at an iron pin at the corner of property now or formerly of A. S. Peden, and running thence with his line S. 32 W. 3.65 chains to iron pin; thence N. 58 W. 1.38 chains to iron pin; thence N. 32 E. 3.65 chains to iron pin on Main Street; thence along Main Street S. 58 E. 1.38 chains to the beginning and containing 46/100 of an acre, more or less.

Being the same property this day conveyed to me by said Byron Wham and Robert L. Wham, and this is a purchase money mortgage.

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 Byron Wham and Robert L. Wham, their heirs and assigns forever. And I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Byron Wham and Robert L. Wham, their heirs and assigns, from and against me and my 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 his heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Twenty five hundred Dollars, and assign the policy of insurance to the said Byron Wham and Robert L. Wham, their heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Byron Wham and Robert L. Wham, their heirs or assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, AND IT is the true intent and meaning of the parties to these presents, that if the said J. A. Mimms do and shall well and truly pay, or cause to be paid unto the said Byron Wham and Robert L. Wham the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagee doth hereby