

FILED
GREENVILLE CO. S. C.

JUL 6 4 41 PM 1949

OLLIE FARNSWORTH
R.M.C.

The State of South Carolina,
County of GREENVILLE

To All Whom These Presents May Concern:

John B. Cabell

SEND GREETING:

Whereas, I, the said John B. Cabell

hereinafter called the mortgagor(s)

is and by MY certain promissory note in writing, of even date with these presents, am well and truly

indebted to Anna B. Cabell

hereinafter called the mortgagee(s), in the full and just sum of Thirteen Thousand and no/100 - - - -

----- DOLLARS (\$ 13,000.00), to be paid
ten (10) years after date

, with interest thereon from date

at the rate of Four (4%) - - - - - percentum per annum, to be computed and paid

monthly

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; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor(s) promise to pay all costs and expenses including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said mortgagor(s), in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee(s) according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to me, the said mortgagor(s), in hand well and truly paid by the said mortgagee(s) 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 Anna B. Cabell, her heirs and assigns, forever:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in Greenville Township, County and State aforesaid, being known and designated as Lot No. 25 of the Wade Cothran property, as shown by Plat of Survey made by Dalton & Neves, Engineers, recorded March 26, 1939 in the Office of R. M. C. for Greenville County in Plat Book 1, page 152, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Warner Street, Joint front corner of Lots 24 and 25, and running thence along the line of Lot 24 S. 9-35 W. 162.5 feet to iron pin; thence S. 81-15 E. 65 feet to iron pin; thence with line of Lot 26 N. 9-35 E. 162.5 feet to iron pin on the South side of Warner Street; thence with South side of Warner Street N. 81-15 W. 65 feet to the beginning corner.

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 COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other 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 portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagee(s) her heirs, successors and Assigns. And I do hereby bind myself and my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) heirs, successors and Assigns, from and against the mortgagor(s), his Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Handwritten notes and signatures at the bottom of the page, including a date "July 27, 1949" and a signature "O. Farnsworth".