

Vol 446 Page 110

RECORDED
GREENVILLE CO., S. C.
DEC 30 12 53 PM 1949
ELLIE FARNSWORTH
R.M.C.

The State of South Carolina,
County of GREENVILLE

To All Whom These Presents May Concern: Everette B. Willis, Jr.

SEND GREETING:

Whereas, I, the said Everette B. Willis, Jr. hereinafter called the mortgagor(s) in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to The First National Bank of Greenville, Greenville, S. C. hereinafter called the mortgagee(s), in the full and just sum of Thirty-one Hundred Eighty-seven and No/100 - - - - - DOLLARS (\$ 3187.00), to be paid four months after date.

, with interest thereon from date at the rate of Five (5%) percentum per annum, to be computed and paid at maturity 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 The First National Bank of Greenville, its successors and assigns, forever:

All that lot of land with the buildings and improvements thereon situate and being on the East side of Irene Circle near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 38 on Plat of Royal Heights made by Dalton & Neves, Engineers, April, 1949, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book W, page 25, said lot fronting 70 feet along the East side of Irene Circle with a depth of 160.7 feet on the North side, a depth of 155.66 feet on the South side and being 70.18 feet across the rear.

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) its ~~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) its ~~heir~~ 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.