

All that certain piece, parcel, or lot of land in Austin Township, County and State aforesaid, on the northwest side of the road leading from U.S. Highway 76 to the Mauldin Baptist Church, and having the following metes and bounds, according to the plat hereinafter referred to made by Dalton & Green, Engineers, 1940.

Beginning at a stone on the northwest side of said road, and running thence N. 19-03.217 feet to a point on the northwest side of said road; thence N. 6-0 E. 214.5 feet to a point near the northwest side of said road; thence S. 40-0 W. 415 feet to an iron pin; thence S. 54-30 E. 194 feet to a point on the northwest side of said road, the beginning corner, this being the tract of land upon which is now located the Mauldin Baptist Church and Cemetery.

The mortgagee, Thomas B. Cooper, acquired an undivided one-half interest in the above property under the will of J. B. Cooper, which is on file in the office of the Probate Judge for Greenville County in Apartment 336, file 28, and said mortgagee acquired an undivided one-half interest in said property under deed from John R. Cooper and the late estate of Nancy Lucie Cooper under said deed dated November 28th, 1940, to be recorded herewith.

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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns. And

I, Thomas B. Cooper do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

In the event of the passage after the date of this mortgage of any law of the State of South Carolina, deducting from the value of land for the purpose of taxing any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of collection of any such taxes so as to affect in any manner whatsoever this mortgage or the interest of the mortgagee, the whole of the principal sum secured by this mortgage, together with interest due thereon shall at the option of the mortgagee, without notice to the mortgagor his Heirs, Executors, Administrators or Assigns, become immediately due and payable.

And the said mortgagor Thomas B. Cooper agree s to insure and keep insured the houses and buildings on said lot against loss or damage by fire for a sum not less than Four Thousand (\$4,000.00) Dollars, and against loss or damage by tornado for a sum not less than Four Thousand (\$4,000.00) Dollars, in a company or companies satisfactory to the said mortgagee.

and to deliver to the said mortgagee the policy or policies, premiums paid and assigned, and endorsed with loss payable to the said mortgagee in such form as it may require, all renewal policies to be delivered to the said mortgagee at its principal office in the City of Greenville, S. C., at least three days before the expiration of the old policies; and that in the event the mortgagor shall at any time fail to effect such insurance or to pay the premiums therefor, or to deliver such policies, premiums paid as aforesaid, then the said mortgagee may cause the same to be insured and reimburse itself for the premiums and expenses under this mortgage, with interest, which amount shall be a lien on the land herein described. If said policies contain a co-insurance clause the amount of the insurance required will be increased proportionately, and all insurance carried on the property must be assigned to the said mortgagee. In case of loss in payment by any insurance company, the amount of insurance money paid shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged property as the said mortgagee may elect.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire or tornado risk, as herein provided, or in case of failure to pay within the time required by law any taxes or assessments to become due on said property; in any of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And in case proceedings for foreclosure shall be instituted, the mortgagor Thomas B. Cooper agrees s to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees s that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if I

Thomas B. Cooper, the said mortgagor, 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 the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted 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 mortgagor Thomas B. Cooper shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS my hand and seal this 2nd day of December in the year of our Lord one thousand, nine hundred and forty and in the one hundred and sixty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of: Patrick C. Funt Thomas B. Cooper (L. S.)
Harriet R. Wright (L. S.)
(L. S.)
(L. S.)

THE STATE OF SOUTH CAROLINA, } PROBATE
Greenville County.

PERSONALLY appeared before me Harriet R. Wright and made oath that she saw the within named Thomas B. Cooper sign, seal and as his act and deed deliver the within written deed, and that she with Patrick C. Funt witnessed the execution thereof.

Sworn to before me, this 2nd day of December 1940
Patrick C. Funt (L. S.)
Notary Public, S. C. Harriet R. Wright

THE STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER
Greenville County:

I, Patrick C. Funt, a notary Public for South Carolina do hereby certify unto all whom it may concern that Mrs. Nell C. Cooper the wife of the within named Thomas B. Cooper did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this 2nd day of December A. D. 1940
Patrick C. Funt (L. S.) Nell C. Cooper
Notary Public for S. C.

Recorded December 4th 1940, at 3:20 o'clock P. M.