

The State of South Carolina, }  
County of Greenville

Mortgage of Real Estate

To All Whom These Presents May Concern:

I, B. J. Lynn, of the County of Greenville in the State aforesaid, SEND GREETING:

WHEREAS, I the said B. J. Lynn and by

and by my certain note, bearing date the 21st day of October, A. D. 1936, in the sum of Eight Hundred Fifty and no/100 Dollars, payable to J. R. Fowler or order, payable Dec. 1st, 1937, as in and by said note - reference being thereunto had will more fully appear.

1. It is covenanted and agreed, by and between the parties that the said mortgagor, heirs, executors and administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said mortgagee.. in a sum not less than 500 Dollars, against loss or damage by fire, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said mortgagee and in case that fail to do so the said mortgagee, executors, administrators or assigns may cause the same to be done and reimburse self for the premiums and expenses with interest thereon at the rate of 8 per cent. and that the same shall stand secured by this mortgage.

2. It is also covenanted and agreed, that the said mortgagor shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said mortgagee may cause the same to be paid and reimburse himself therefor with interest at the rate of 7 per cent. per annum, and the amount stand secured by this mortgage.

3. It is also covenanted and agreed, that the said mortgagor, his agents and tenants, shall keep the said premises in as good order and condition as they now are and not commit, waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said mortgagee, or holder hereof, shall be the judge as to the same as to whether it impairs the said security.

NOW KNOW ALL MEN, that B. J. Lynn the said B. J. Lynn in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said

J. R. Fowler according to the condition of the said note, and also in consideration of the further sum of Three Dollars to One the said

in hand well and truly paid by the said J. R. Fowler

at and before the sealing and delivery 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 J. R. Fowler, the following:

All that certain piece, parcel or tract of land situate, lying and being in the State and County aforesaid, Oneal Township, near Double Springs Baptist Church, adjoining lands of Fred Andrea, Louis Sherfesse and G. W. Lynn, and Enoree River, and being the same tract of land conveyed to me by deed from Ruth Tate, J. J. Lynn, and G. W. Lynn, and having the following courses and distances, to-wit:-

Beginning on a stake on Enoree River at corner of tract, number 3 as shown on plat of the R. L. Andrea land, said plat recorded in the office of the R.M.C. Office for Greenville County and runs thence N. 67-50 E. 3148 feet to an iron pin on original line, G. W. Lynn's corner; thence S. 30-50 E. 100 feet to an iron pin in open field; thence N. 83-45 E. 377 feet to an iron pin; thence S. 30-50 E. 356 feet to an iron pin; G. W. Lynn's corner on the Fred Andrea line; thence with the Andrea line S. 67-50 W. 3496 feet to Enoree River; thence along Enoree River to the beginning corner, containing Forty Two and 40/100 (42.40) acres, more or less.

4. It is also covenanted and agreed, that in case of default in payment under any of the conditions of the said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of ten consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said mortgagee or the holder hereof.

5. It is also covenanted and agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said mortgagee or his Heirs, Executors, administrators or assigns a Receiver may be appointed pending such proceedings with the usual powers in such case to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said mortgagee as part of his security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said Receiver shall be applied to the payment of the said above mentioned debt.

6. It is also covenanted and agreed, that in case the said debt, or any part thereof, is established by any action for foreclosure or of debt on the said Note that the said mortgagee in addition to the said debt shall also recover of the said mortgagor all attorney's fees incurred not to exceed ten per cent. of the amount of this debt and interest, or in case the said Note and mortgage shall be placed with an attorney for collection, all attorneys fees shall be due and collectable as a part of this debt and stand secured by this mortgage.

7. It is also covenanted and agreed, that the said mortgagor shall hold and enjoy the possession of said premises until default of payment, as herein provided or a breach of some of the covenants and agreements herein shall be made.

RECORDED AND CANCELED IN THE OFFICE OF THE RECORDER OF DEEDS FOR GREENVILLE COUNTY, S. C. ON THE 28th DAY OF OCTOBER, 1937 AT 10:47 O'CLOCK A. M. NO. 2880