

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Whereas, at a meeting of the quarterly conference of the Triune, Greenville District, Upper S. C. Conference, Methodist Episcopal Church, South, the following resolution was duly adopted: "That in order to secure certain indebtedness due Malvern H. Smith, that the Trustees of said Church be authorized and empowered to execute and deliver unto the said Malvern H. Smith a certain note in the sum of \$1300.00, payable three years after date, with interest at the rate of eight per cent and to secure said note by executing a mortgage over the said Church property on the corner of Rutherford St. and Stone Ave., Greenville, S. C."

TO ALL WHOM THESE PRESENTS MAY CONCERN

SEND GREETING:

Whereas, we, the said W. E. McCain, E. B. Miller, W. C. Burns, R. S. Ballenger, E. E. Watson and O. L. Miller, as Trustees of the Triune, Greenville District, Upper S. C. Conference, Methodist Episcopal Church, South, in and by our certain promissory note in writing, of even date with these presents, are well and truly indebted to Malvern H. Smith in the full and just sum of Thirteen Hundred & no/100 (\$1300.00) Dollars, to be paid three (3) years after date, with interest thereon from date at the rate of eight per cent. per annum, to be computed and paid Feb. 15th and Aug. 15th of each year until paid in full; all interest not paid when due to bear interest at 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 thereof, who may sue thereon and foreclose this mortgage; said note further providing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW, ALL MEN, That we, the said W. E. McCain, E. B. Miller, W. C. Burns, R. S. Ballenger, E. E. Watson, and O. L. Miller, as Trustees of the Triune, Greenville District, Upper S. C. Conference, Methodist Episcopal Church, South, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Malvern H. Smith according to the terms of the said note, and also in consideration of the further sum of Three Dollars to us, the said W. E. McCain, E. B. Miller, W. C. Burns, R. S. Ballenger, E. E. Watson and O. L. Miller, as Trustees of the Triune, Greenville District, Upper S. C. Conference, Methodist Episcopal Church, South, in hand and truly paid by the said Malvern H. Smith, 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 Malvern H. Smith, his heirs and assigns:

"All that certain lot or parcel of land together with all improvements thereon, situate, lying and being in the City of Greenville, County and State aforesaid, at the Southeast corner of the intersection of Rutherford St. and Stone Ave., and having according to a plat thereof prepared by C. M. Furman, Jr., Engr., Feb. 26, 1926, the following metes and bounds, to-wit: Beginning at the Southeast corner of the intersection of Rutherford St. and Stone Ave. and running thence along said Stone Ave. S. 83-19 E. 168 feet to an iron pin; thence S. 0-35 W. 115.45 feet to an iron pin; thence N. 82-20 W. 170.1 feet to an iron pin in Rutherford St.; thence along said Rutherford St. N. 1-26 E. 112.4 feet to the point of beginning."

This mortgage is junior to a mortgage held by the Atlantic Life Insurance Co., recorded in R. M. C. Office, Greenville County, in Vol. 160, page 69.

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 Premises before mentioned unto the said Malvern H. Smith, his Heirs and Assigns forever. And we do hereby bind ourselves, our successors and assigns to warrant and forever defend all and singular the said Premises unto the said Malvern H. Smith, his Heirs and assigns, from and against us and our Successors and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in a sum not less than _____ Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and assing the policy of insurance to the said mortgagee; and that in the event that the mortgagors shall at any time fail to do so, then the said mortgagee may cause the same to be insured in his name and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, we hereby assign the rents and profits of the above described premises to said mortgagee, or his Heirs, Executors, Administrators, or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs