

MORTGAGE OF REAL ESTATE

M-3108

3875 PROVENCE-JARRETT RD - GREENVILLE  
The Mortgage Association Reconstruction Finance Corporation  
17th August 1938  
264 of R. M. C. Mortgages on Page 115

STATE OF SOUTH CAROLINA

WHEREAS, C. M. Gaffney hereinafter designated as Mortgagor is indebted to Isabel G. Jackson of Greenville, South Carolina in the sum of (\$2,000.00) TWO THOUSAND AND NO/100 Dollars, for money lent, as evidenced by one promissory notes of said Mortgagor dated the 8th. day of August 1938, and to become due as follows:, to-wit:

One Note for \$2,000.00 TWO THOUSAND- Dollars, due February 9th. 1939 (fixed) bearing interest at seven per centum per annum from maturity until paid, and for the payment of the interest thereon accruing before maturity of said principal note one interest note has been executed by said Mortgagor under the same date, to become due as follows, to-wit:

One Note for \$50.00 FIFTY-- Dollars, due February 9th. 1939 (fixed)

All of which, both principal and interest notes, payable in legal tender of the United States to said Isabel G. Jackson or order, at the offices of State Planters Bank and Trust Company, at Richmond, Virginia, and are all with their accruing interest to be secured by this conveyance; as will more fully appear by reference to said notes.

NOW KNOW ALL MEN BY THESE PRESENTS, That, the said C. M. Gaffney of Greenville County, in the State of South Carolina, has Granted, Bargained, Sold and Released, and by these Presents does Grant, Bargain, Sell and Release unto the said Isabel G. Jackson, her heirs, personal representatives, successors and assigns, All that Lot or Tract of Land, lying in County of Greenville and State of South Carolina, described as follows, to-wit:

All that piece, parcel or lot of land in the City of Greenville, Greenville County, State of S. C., on the northeast side of Pinckney St., beginning at a point on said Street at Stinespring's corner, which corner is 62.4 feet northwest from the intersection of Pinckney and Mulberry Streets, and running thence along said Stinespring's line N. 54 1/2 E. 100 feet to a stake; thence N. 36 1/2 W. 60 feet to a stake; thence S. 54 1/2 W. 100 feet to Pinckney Street; thence S. 36 1/2 E. 60 feet along Pinckney Street to the beginning corner, being the same property conveyed to W. F. Jackson by J. E. Moore by deed dated May 30, 1934, recorded in R. M. C. Office for Greenville County in Book of Deeds "167" at Page 269.

And being the same property conveyed to C. M. Gaffney by deed from Isabel G. Jackson, dated 8th. day of August, 1938, and which deed is to be recorded before or along with this mortgage, reference to which is here had and made.

This mortgage is a contemporaneous purchase money mortgage and secures the payment of purchase money due by the mortgagors thereon.

Together will all and singular, the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in any wise incident or appertaining.

To have and to hold all and singular the Premises before mentioned, unto the said Isabel G. Jackson, her heirs, personal representatives, successors and assigns, forever.

And said, Mortagor does hereby bind himself and his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Isabel G. Jackson her heirs, personal representatives, successors and assigns, and assigns against himself and his heirs, and against every person, whomsoever, lawfully claiming, or to claim, the same or any part thereof.

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the said Isabel G. Jackson, her heirs, personal representatives, successors and assigns, the said debts and sums of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of this instrument and of the said notes and the conditions therein written; then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is covenanted that the buildings upon the premises within described shall be insured by the mortgagor and kept insured in such amounts as may be required by the mortgagee, until the indebtedness hereby secured be fully paid; and that all taxes or charges and any public rates or assessments on the above described property, and every part thereof shall be promptly paid when due and before they become delinquent, and upon failure by the mortgagor to insure and keep insured said buildings or to pay the said taxes, the mortgagee shall have the right to insure the said buildings and pay the premiums therefor, and also to pay any taxes that are due or that may become due upon said premises and any sums paid for insurance premiums or for taxes on the mortgaged premises, shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate of seven per cent per annum. And all such insurance policies shall be indorsed with loss, if any, payable to the mortgagee or its assigns and delivered to the holder of this mortgage.

And it is covenanted that no timber shall be cut from said premises except for necessary and ordinary purposes or requirements of the farm.

And it is covenanted that if the said mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and incumbrances whatsoever; or if any

The Assignment to this mortgage. See R.C.M. Book 275, Page 162.