

#255 For Extension Government to this Mortgage see R. E. M. Book 251 Page 321.

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Shrewsbury: 10971
Oliver Damourath 4:8 P.M.
A. J. Burgesse Oct 30 1895
By deed dated April 27, 1895, and recorded in Vol. 8, p. 159, Page 382.
County, S. C.
see judgment 1201 Vol. 5, p. 4508, Appeal of Child of Burgesse
Vol. 100, 302, 1895

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 The Prudential Insurance Company of

America

its successors and assigns, forever. And we do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said

The Prudential Insurance Company of America

its successors and assigns from and against us and our

heirs, executors, administrators and assigns and all others whomsoever, lawfully claiming, or to claim, the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor their heirs, executors or administrators, shall and will forthwith insure the house and buildings now or hereafter erected on said lot and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the Mortgagee, in stock companies approved by the Mortgagee in a sum satisfactory to the Mortgagee and assign the said policy or policies of insurance to the said Mortgagee, its successors or assigns, and in case he or they shall at any time neglect or fail so to do then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name and reimburse itself for the premium and expenses of such insurance under the Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if they the said Mortgagor do and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors or assigns, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and condition thereunder written, and all sums of money pro-

vided to be paid by the Mortgagor their heirs, executors, administrators or assigns, under the covenants of this Mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue. AND IT IS AGREED, by and between the said parties, that the Mortgagor shall hold and enjoy the said premises until default in any payment of the principal or of any interest at the time the same is due, shall be made. Upon any default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or upon any default

in the payment of any and all sums of money provided to be paid by the Mortgagor their heirs, executors, administrators or

assigns, under the covenants of this Mortgage; or if the Mortgagor shall heirs, executors, administrators or assigns, shall at any time fail or neglect to insure and keep insured the house and buildings now or hereafter erected on said lot, or shall fail to assign the said policy or policies of insurance to the Mortgagee, its successors or assigns; the whole debt shall, at the option of the Mortgagee, its successors or assigns, become at once due and payable, and this Mortgage may be foreclosed by said Mortgagee, its successors or assigns.

It is agreed and covenanted, by and between the said parties, that if the said Mortgagor do not hold said premises by title in fee simple, or have 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 encumbrances whatsoever; or if any suits have been begun or shall be begun affecting the same, or if any tax or assessment be made or levied upon the debt secured hereby or upon the Mortgage, or its successors or assigns, for or on account of this loan, either by the State or County, or for any local purpose, the Mortgagee, or its successors, shall have the right to declare the entire indebtedness secured hereby at once due and payable, and the Mortgagor shall or the person or persons claiming or holding under the Mortgagor shall at once pay the entire indebtedness secured thereby.

The Mortgagor will pay all taxes or charges and any public rates or assessments on the above described property, and every part thereof, promptly as they become due and before they become delinquent, and upon the Mortgagor failure to so pay the said taxes, charges, public rates or assessments, the Mortgagee shall have the right to pay same, and any sums so paid shall stand secured by this Mortgage, and bear interest from the date of payment until repaid at the

rate of eight per cent. per annum.

And it is further agreed and covenanted, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor shall

heirs, executors, administrators or assigns, shall and will pay all taxes or assessments on the property hereby mortgaged or this mortgage or bond

secured hereby when due and payable, and in case fail to do so, the said Mortgagee, its successors or assigns, may pay said taxes or assessments together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same under this mortgage.

And it is further agreed and covenanted, between the said parties, that in case the debt secured by this Mortgage, or any part thereof is collected by suit or

action or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagor shall heirs, executors, administrators or assigns, shall be chargeable with all costs of collection, including ten (10) per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

WITNESS our hands and seals, this 19th day of September in the year of our

Lord one thousand nine hundred and twenty-three and in the one hundred and

forty-eighth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

R. L. Meares, Jr.
Frank P. Leigh

Andrew B. Montgomery - Executor (S. C.)
L. C. Montgomery - Executor (S. C.)
Andrew B. Montgomery (L. S.)
Nell Montgomery (L. S.)
Louise Montgomery (S. C.)
Cordelia M. Goodlett (S. C.)
Lucy E. Montgomery (S. C.)
L. C. Montgomery (S. C.)

STATE OF SOUTH CAROLINA,

County of Greenville.

PERSONALLY appeared before me R. L. Meares, Jr. and made oath

that he saw the within named Goodlett, Nell Montgomery, Louise Montgomery, and Andrew B. Montgomery and L. C. Montgomery, Executors sign, seal and their act and deed, deliver the within written Deed; and that he with

Frank P. Leigh witnessed the execution thereof.

SWORN to before me, this 19th

day of September A. D. 1923

Frank P. Leigh (L. S.)
Notary Public for S. C.

R. L. Meares, Jr.

STATE OF SOUTH CAROLINA,

County of Greenville.

RENUNCIATION OF DOWER

I, Frank P. Leigh a Notary Public do hereby certify unto all

whom it may concern, that Mrs. May J. Montgomery

the wife of the within named Selard C. Montgomery

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

The Prudential Insurance Company of America

its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 19th

day of September Anno Domini, 1923

Frank P. Leigh (L. S.)
Notary Public for S. C.

May J. Montgomery

My commission Expires at the pleasure

Recorded Sept. 24th 1923

