

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 Penn Mutual Life Insurance Company, its Successors or Assigns, forever, and do hereby bind myself and my heirs, executors, administrators or assigns, to warrant and forever defend all and singular the said premises unto the said The Penn Mutual Life Insurance Company, its Successors or Assigns, from and against me and me heirs, executors, administrators or assigns, and all other persons 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

R. O. Tutten

do and shall well and truly pay, or cause to be paid unto the said The Penn Mutual Life Insurance Company, its Successors or Assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, shall perform the covenants herein contained according to the true intent and meaning of said Note, and 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.

1. AND IT IS HEREBY COVENANTED, By and between said parties, that the said R. O. Tutten, his

heirs, executors, administrators or assigns, will pay said Note with interest thereon as the same becomes due and payable; and will pay all taxes and assessments on said lands and premiums of insurance against said premises before the same become delinquent, and will keep all fences, buildings, and other improvements now on said premises, and hereafter put thereon, in good condition and repair and will do no act by which the value of said premises may be impaired.

2. AND IT IS FURTHER COVENANTED, That the said R. O. Tutten, his

heirs, executors, administrators or assigns, will insure the buildings on said premises against loss by fire in the sum of Eight Thousand (\$8,000.00) DOLLARS, in some responsible insurance companies, approved by the said mortgagee, its Successors or Assigns, with loss, if any, payable to the said mortgagee, its Successors or Assigns, as their interest may appear, and deliver the policies of insurance to said mortgagee, and if any more insurance is taken on the property that all policies for same shall be delivered to said mortgagee and loss made payable to said mortgagee, its Successors or Assigns, the same as in the required policy, and in case the insurable improvements on said real estate are destroyed or damaged by fire, the said mortgagee, its Successors or Assigns, shall have the right to apply the moneys collected from the insurance in payment of the debt secured hereby whether due or not.

3. AND IT IS FURTHER COVENANTED, That if the said R. O. Tutten, his

heirs, executors, administrators or assigns, shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance, as herein agreed, then said mortgagee, its Successors or Assigns, may pay said taxes and assessments, and effect said insurance, and charge the sum so paid against said

R. O. Tutten, his

heirs, executors, administrators or assigns, and said premises; and the money so advanced for the payment of such taxes, assessments, insurance, or any charge of whatsoever nature on the property hereby conveyed shall be added to the mortgage debt, and the repayment thereof, with interest at the rate of 6 per cent. per annum, shall be secured by this mortgage, and shall be forthwith due and payable; and the said mortgagee, its Successors or Assigns, shall be subrogated to all the rights of the person to whom such payments have been made.

4. AND IT IS FURTHER COVENANTED, That if the said R. O. Tutten, his

heirs, executors, administrators or assigns, shall make such payments as herein specified, then this mortgage shall be void, but if the said

R. O. Tutten, his

heirs, executors, administrators or assigns, shall fail to keep any of the covenants herein contained, or to pay any of said moneys as they become due and payable by the terms of said Note, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement, as provided herein; or if the buildings and improvements are not kept in good repair; or in case any tax or assessment is assessed within the State of South Carolina against the debt or Note secured hereby, or the interest in said premises of said mortgagee, its Successors or Assigns; or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any tax or taxes is legally inoperative, then at the option of said mortgagee or its Successors or Assigns, the whole indebtedness and all sums secured by the mortgage, to-wit: The principal and interest then accrued on said Note, and all advances made to or on account of the mortgagor herein for taxes, assessments, premiums of insurance, and charges of any kind, shall at once become due and payable without notice, and the money due on said Note and for advances as aforesaid, shall then become due and this mortgage may be foreclosed for the whole amount of said moneys, interest, costs and attorney's fees.

5. AND AS A FURTHER SECURITY for the payment of the debt and interest secured hereby, and for the performance of all the covenants of said Note and this mortgage, the said R. O. Tutten, his

do hereby transfer, set over and assign to the said The Penn Mutual Life Insurance Company, its Successors or Assigns, all of the rents and income of the said mortgage premises for each and every year that the said debt and interest may be unpaid, together with all rights and remedies for enforcing the collection of the same; and that upon filing suit of foreclosure, said mortgagee, its Successors or Assigns, shall be entitled to have a Receiver appointed to take charge of the said mortgage premises, together with all the rents, profits, crops and proceeds arising therefrom during such litigation, and in case of commencement of suit for foreclosure of this mortgage or the placing thereof in the hands of an Attorney for collection by reason of any default by said

R. O. Tutten, his

heirs, executors, administrators or assigns, said

R. O. Tutten, his

heirs, executors, administrators or assigns, hereby agree to pay to the holder and owner of said Note and mortgage ten per cent. of the amount secured by this mortgage as an Attorney's fee for the foreclosure of said mortgage or the collection of the amount due, which Attorney's fee shall be secured by this mortgage the same as any other moneys herein mentioned.

6. AND IT IS FURTHER COVENANTED, That the said R. O. Tutten, his

heirs, executors, administrators or assigns, shall hold and enjoy the said premises until default in payments, as provided in said Note, or a breach of some of the covenants of this mortgage shall be made.

WITNESS my Hand and Seal, on the 22nd day of January in the year of our Lord nineteen hundred and thirtyseven and in the one hundred and 61st year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of

R. M. Gaine
E. M. Blythe, jr.

R. O. Tutten (SEAL.)

STATE OF SOUTH CAROLINA,

County of Greenville.

Personally appeared before me R. M. Gaine and made oath that he saw the within named R. O. Tutten sign, seal, and as his act and deed deliver the within deed; and that he with E. M. Blythe, jr. witnessed the execution thereof.

Sworn to before me, this 25th day of January, 1937 E. M. Blythe, jr. (L. S.) Notary Public for S. C.

R. M. Gaine

STATE OF SOUTH CAROLINA,

County of Greenville.

RENUNCIATION OF DOWER.

I, Edwin McJ. Meares Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Ethelyn J. Tutten the wife of the within named R. O. Tutten 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 Penn Mutual Life Insurance Company, its Successors or Assigns, all her interest and estate, and also 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 25th day of January, 1937 Edwin McJ. Meares (L. S.) Notary Public for S. C.

Ethelyn J. Tutten



Recorded Jan. 25th 1937 at 5:10 P.M.