

(Release)

State of Georgia, County of Chattahoochee
For value received, I, Harriott L. King, Assignee, the owner and holder of a certain note and mortgage given by Arthur S. Agnew to Alester G. Surman, dated March 15, 1923, securing the sum of Seven Thousand (\$7000.00) Dollars, and recorded in the R.M.C. office for Greenville County in mortgages volume 55 at page 136, do hereby release and forever discharge the within described premises from the lien of said mortgage.

Witness my hand and seal this the 3rd day of October 1930 in the presence of:
Roland M. Hollock
Charles H. Royce
Harriott L. King Assignee L.S.

State of Georgia, County of Chattahoochee
Personally appeared before me Roland M. Hollock who, being duly sworn, says that he saw Harriott L. King sign, seal and as and deed execute the foregoing Release, and that he, with Charles H. Royce, witnessed the execution thereof. Sworn to and subscribed before me this 3rd day of October 1930
Shelby Bewley (L.S.)
Notary Public for Ga.
Commission expires 5/23/34
Release Recorded Oct 6 1930 at 4:40 P.M.

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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and Assigns. And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure and keep insured the houses and buildings on said lot in a sum not less than Ten Thousand and Ten Dollars. In a company or companies, satisfactory to the mortgagee, from loss or damage by fire, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings. In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in case of the failure to maintain and keep of full effect the policy of life insurance in accordance with the terms of said policy, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings. And in case of institution of foreclosure proceedings, as herein provided, the policy of life insurance shall be surrendered and cancelled, and the surrender value (if any) shall be applied to the indebtedness. And in case suit or other proceedings for foreclosure shall be instituted, the mortgagor agree to pay all costs and expenses, including an attorney's fee of ten (10%) per cent. for foreclosing the mortgage.

And in case proceedings for foreclosure shall be instituted, the mortgagor agree to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS my hand and seal, this 6th day of October in the year of our Lord one thousand nine hundred and fifty fifth and in the one hundred and fifty fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:
Patrick C. Hunt
H. H. Wilkins
Arthur S. Agnew
(L.S.)
(L.S.)
(L.S.)
(L.S.)

THE STATE OF SOUTH CAROLINA, } PROBATE.
Greenville County.
PERSONALLY appeared before me Patrick C. Hunt and made oath that he saw the within named Arthur S. Agnew sign, seal and as his act and deed deliver the within written deed; and that H. H. Wilkins witnessed the execution thereof.
SWORN to before me, this 6th day of October 1930
H. H. Wilkins (L.S.)
Patrick C. Hunt
Notary Public, S. C.

THE STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER.
Greenville County.
I, H. L. Workman Notary Public for S.C. do hereby certify unto all whom it may concern, that Mrs. Annie L. Agnew the wife of the within named Arthur S. Agnew, 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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.
GIVEN under my hand and seal, this 6th day of October A. D. 1930
H. L. Workman (L.S.)
Annie L. Agnew
Notary Public for S. C.

Recorded Oct 6th at 4:40 P.M. 1930

For Release to this mortgage See Vol 222 Page 132