

and the said Charles Switzer having conveyed his interest in said property to Ida Lurey, the Switzer and Harry Switzer by deed recorded in the R. M. C. office for Greenville County in Deeds Volume 176, page 162, and the said the Switzer having conveyed his interest in said property to Ida Lurey by deed recorded in the R. M. C. office for Greenville County in Deeds Volume 182, page 135, and the said Ida Lurey died intestate on November 16, 1935 leaving the mortgagors as her only heirs at law, who thereby became vested with title to her interest in said property, and the said mortgagors acquired the interest of Harry Switzer by deed dated October 18th, 1937, of record in the R. M. C. office for Greenville County in Deed Book 200, page 226.

This mortgage is executed on behalf of Ralph Lurey, Harold Lurey and Anna Lurey by Samuel Lurey as their general guardian pursuant to a decree of the Court of Common Pleas for Greenville County dated October 18, 1937, and on file in the office of the clerk of court for Greenville County in judgment Roll No. E-6725

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 we do hereby bind ourselves, our 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 us and our

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof. And tornado insurance in the amount of Twenty-five Hundred Dollars
 And the said mortgagors agree to insure and keep insured the houses and buildings on said lot in a sum not less than Forty five Hundred 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 failure to maintain and keep in 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.~~

It is furthermore agreed that if said policy of life insurance be still in force, said loan and this mortgage shall become immediately due and payable upon the death of the insured, and the mortgagee shall apply toward the payment thereof the amount due from it under the terms of said policy and pay over the balance, if any, to such person or persons as may be legally entitled thereto.

And in case proceedings for foreclosure shall be instituted, the mortgagors 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 we the said mortgagors, 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 our hands and seal, this 18th day of October in the year of our Lord one thousand nine hundred and ~~twenty~~ thirty seven and in the one hundred and ~~forty~~ sixty second year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:
Patrick C. Fant
Helene Ansaldo
Ralph Lurey (L.S.)
Harold Lurey (L.S.)
Anna Lurey (L.S.)
By Samuel Lurey (L.S.)
as general guardian (L.S.)
Samuel Lurey (L.S.)
Milton Lurey (L.S.)

THE STATE OF SOUTH CAROLINA, }
 Greenville County. } PROBATE.

PERSONALLY appeared before me Helene Ansaldo and made oath that she saw the within named Ralph Lurey, Harold Lurey and Anna Lurey, by Samuel Lurey, General Guardian, and Milton Lurey and Samuel Lurey sign, seal and as their act and deed, deliver the within written deed; and that she with Patrick C. Fant witnessed the execution thereof.

SWORN to before me, this 18th day of October 1937
Patrick C. Fant (L.S.)
 Notary Public, S. C.

THE STATE OF SOUTH CAROLINA, }
 County. } Samuel Lurey - widower RENUNCIATION OF DOWER.
Milton Lurey - unmarried

I, _____, do hereby certify unto all whom it may concern, that Mrs. _____ the wife of the within named _____, 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 whatsoever, 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 _____ day of _____ A. D. 1937
 _____ (L.S.)
 Notary Public for S. C.

Recorded Oct. 18th, 1937 at 12:44 P.M.