

Mortgage recorded Book 1416 Page 5

Amount \$7000.00 Dated July 8, 1924

PROVIDED ALWAYS, that if the said Mortgagor... heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall also be at liberty immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises, as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment of any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or any part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest, and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or default in the payment of said principal and interest, any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

AND it is further covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any installment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner, of the above described premises to comply with the requirements of any Department of the City of Greenville, S. C., within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if, the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice, by the Mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

AND it is further covenanted and agreed by the said parties, that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have power to sell the premises herein described according to law, said premises may be sold in one parcel, any provision of law to the contrary notwithstanding.

AND the said Mortgagor... further covenanted and agreed... to keep the buildings on said premises constantly insured for the benefit of the Mortgagee, against loss by fire and tornado, in such manner and in such amounts as may be satisfactory to the Mortgagee, until the debt hereby secured is fully paid. And will keep such policies constantly assigned or pledged to the Mortgagee and deliver renewals thereof to the said THE WOODSIDE NATIONAL BANK, at its Office in Greenville, S. C., one week in advance of the expiration of the same, marked "RENEW" by the agent or company issuing the same. In the event the Mortgagor... heirs, executors, administrators, successors or assigns, shall for any reason fail to keep the said premises so insured or fail to deliver the policies of insurance to the said Mortgagee, or fail to pay the premiums thereon, the Mortgagee, if it so elects, may have such insurance written and pay the premiums thereon, and any premiums so paid shall be secured by this mortgage and repaid by the Mortgagor...

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado, as aforesaid, receive any sum of sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor...

AND it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

AND it is further covenanted and agreed that the mailing of a written notice and demand by depositing it in any post-office, station, or letter-box, enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this mortgage, or in default thereof, directed to said owner at said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or the requirements of the law.

AND it is further covenanted and agreed by said parties that in default of the payment by said Mortgagor... of all or any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises, or any part thereof, or if any and may be lawful for the said Mortgagee, its successors, legal representatives and assigns, to pay the amount of any such tax, charge or assessment with any expenses attending the same; and any amounts so paid, the Mortgagor... shall repay to the said Mortgagee, its successors, legal representatives or assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said bond and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee so elects, become due and payable forthwith. And the said Mortgagor... do hereby further covenant and agree that...

AND the said Mortgagor... further covenanted and agreed... should the said obligation be placed in the hands of an attorney for collection, by suit or otherwise, in case of any default in the covenants and agreements herein contained, to pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the said premises and be secured by this mortgage, and payment thereof enforced in the same manner as the principal obligation.

IN WITNESS WHEREOF, I, the said L. W. Harris, have hereunto set my hand and seal, this eighth day of July in the year of our Lord one thousand nine hundred and twenty-four, and of the independence of the United States of America.

Signed, sealed and delivered in the presence of... by... at 4:30 P.M.

STATE OF SOUTH CAROLINA, County of Greenville, do hereby certify unto all whom it may concern, that Mrs. W. Harris, the wife of the within named... did this do 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 WOODSIDE NATIONAL BANK, its successors... 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 28th day of June, A. D. 1924. (L. S.) Notary Public for South Carolina.

STATE OF SOUTH CAROLINA, County of Greenville, Personally appeared before me... and made oath that he saw the above named... sign, seal, and act and deed, deliver the above written mortgage for the uses and purposes herein mentioned, and that he witnessed the due execution thereof.

SWORN to before me, this 27th day of June, A. D. 1924. (L. S.) Notary Public for South Carolina.

Recorded... State of New York, County of New York, Personally appeared before me... present and saw the above named... by... Cancellation of mortgage and that execution of the same... Sworn to before me the 27th day of June, 1924. Julia A. Wilford, Notary Public, my Commission expires March 30, 1929. Notary Public New York County, New York, County Clerk's No. 219, New York Register's No. 9298, Commission expires March 30th, 1929.

State of South Carolina, County of Greenville, L. W. Harris, and his wife, receive a satisfaction of this mortgage of \$7000.00. This mortgage was recorded in the hands of Metropolitan Life Ins. Co. on June 27, 1924. In presence of A. B. Meacham, W. B. Meacham, W. B. Meacham, W. B. Meacham.

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Extended Metropolitan Life Ins. Co. 12th Dec 24 585

Mortgage recorded June 29th at 4:30 P.M. 1924

