

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

Malcolm C. Davenport his Heirs and Assigns, forever. And *I*

do hereby bind *myself, my* Heirs, Executors and Administrators,

to warrant and forever defend, all and singular, the said premises unto the said *Malcolm C. Davenport his*

Heirs and Assigns, from and against *me 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 the house and buildings on said lot in a sum not less than *Twenty Five*

Hundred Dollars (in a company or companies satisfactory to the mortgagee), and keep the same insured from loss or damage by

fire, and assign the policy of insurance to the said mortgagee and that in the event that the mortgagor shall at any time fail to do so, then the said

mortgagee may cause the same to be insured in *J. L. Smith* name and reimburse *the mortgagee*

for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon be past due and unpaid *L* hereby assign the rents and profits

of the above described premises to said mortgagee, or *L* Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if *L* the said mortgagor do and shall well and truly pay or cause to be paid, unto the said mortgagee, the said debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale 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 the said mortgagor *is* to hold and enjoy the said

Premises until default of payment shall be made.

WITNESS *my* hand and seal, this *5th* day of *September*

in the year of our Lord one thousand nine hundred and *twentieth* and in the one hundred and

fourth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Belle Waters
R. H. Beardeu

Thos L. Smith (L. S.)

(L. S.)

THE STATE OF SOUTH CAROLINA, }
Greenville County.

MORTGAGE OF REAL ESTATE.

Personally appeared before me *Belle Waters*

and made oath that he saw the within named *Thos L. Smith*

sign, seal, and as *his* act and deed, deliver the within written Deed; and that he, with

R. H. Beardeu witnessed the execution thereof.

SWORN to before me, this *5th*

day of *September* A. D. 192 *4*
R. H. Beardeu (SEAL.)
Notary Public for South Carolina.

Belle Waters

THE STATE OF SOUTH CAROLINA, }
Greenville County.

RENUNCIATION OF DOWER.

I, *R. H. Beardeu a N.P. for S.C.*

do hereby certify unto all whom it may concern, that Mrs. *Mauie Lee Smith*
wife of the within named *Thos L. Smith* 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

Malcolm C. Davenport

Heirs 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 *5th*

day of *September* A. D. 192 *4*
R. H. Beardeu (L. S.)
Notary Public for South Carolina.

Mrs. Mauie Lee Smith

Recorded *September 30th*, 192 *4*