

gagee at least ten days before the expiration of the existing insurance, (and the avails of said insurance, if any loss occurs, shall, at the option of the Mortgagee, be applied to the payment of the debt hereby secured, or applied to the restoration of said improvements); (e) will not permit or commit any waste of said real estate, nor alter, tear down, or remove any buildings or other improvements on said real estate and especially will not cut or permit any cutting of timber except for the necessary and ordinary requirements of said real estate and will keep all the said buildings and other improvements in as good condition of repair as they now are, and should there be impairment or deterioration in their value in the option of the Mortgagee, will immediately, upon demand make such repairs as to the Mortgagee may seem necessary and reasonable. And if the Mortgagor shall fail to pay the said taxes and charges, or to execute said assurances of title or take such steps as may seem desirable to the Mortgagee to perfect its title to said real estate, free from any defect, cloud or encumbrance, or to keep the buildings on said real estate constantly insured as is hereinbefore stipulated or shall permit or commit said waste, or alter, tear down, or remove any of said buildings or other improvements or cut or permit the said cutting of timber beyond the necessary and ordinary requirements of said real estate or fail to keep said buildings in as good condition of repair as they now are, or to make such repairs as to the Mortgagee may seem necessary and reasonable, the Mortgagee may at its option without notice pay the said taxes and charges, and take such steps as may seem to it to be desirable to perfect its title to said real estate free from any defect, cloud or encumbrance, and effect or renew said insurance at Richmond, Va., for such period and in such Company, as it may deem advisable, and pay any premiums becoming due thereon, and take such steps as may be necessary to prevent said waste, impairment or deterioration, or improper cutting of timber, or to keep said buildings in as good condition as they now are, or make said repairs; and all amounts paid out by it in connection with the same shall thereupon become a part of the debt herein secured and with interest at the rate of

seven per centum per annum until paid, shall become due and payable at the expiration of a period of thirty days thereafter.

SECOND:—That in the event of a default for thirty (30) days in the payment of any one or more of the principal or interest notes above described when the same shall have become due and payable (or of any renewal notes, if any renewal notes be executed and accepted in lieu of any original notes); or (b) default in the performance of any one or more of the covenants and agreements of the Mortgagors herein contained, or (c) the Mortgagors being adjudicated bankrupt or insolvent; or (d) the passage of laws which, or the decision by any Court of Record of the State of South Carolina that the present laws, authorize the taxation by the State of South Carolina or any governmental subdivision of the said State, of the principal or interest notes in the hands of a non-resident holder, or of the estate of the Mortgagee in the real estate hereby conveyed, or of this Mortgage against the Mortgagee; or (e) the passage of laws, or the decision by any Court of Record of the State of South Carolina rendering or declaring any of the covenants and agreements in the notes or in this Mortgage, or any covenants and agreements substantially similar thereto to be void, voidable or inoperative; or (f) the conveying of said real estate without the consent in writing of the Mortgagee: Then the Mortgagor hereby grants to the Mortgagee the right and privilege to declare the whole debt hereby secured immediately due and payable and collectible under this Mortgage, and upon such declaration then the notes representing the principal debt and accrued interest thereon shall at once become due and payable anything herein or therein contained to the contrary notwithstanding, for time is of the very essence of this contract. Such declaration shall be mailed by postpaid first class but unregistered

mail to the last address of the Mortgagor..... furnished to the Mortgagee, and shall be effective when so mailed, whether or not it shall be received, and any notice in respect to any matter arising under this instrument shall be deemed sufficiently given if it shall have been so mailed. And the failure to exercise this right on any one or more occasions when it shall have accrued, shall not be construed as a waiver of any future rights to make such declaration when the right shall have again accrued to the Mortgagee. And the Mortgagor..... hereby waives

.....the benefit of..... homestead exemption as to the debt hereby secured and interest thereon and all sums expended by the Mortgagee in pursuance with this Mortgage. And should the within described real estate be sold for the satisfaction or discharge of the debt hereby secured or any part thereof and the proceeds of said sale should prove insufficient to satisfy the same with all costs and expenses, the obligation to pay the amount remaining unpaid shall not be extinguished by the Mortgagee becoming the purchaser of the premises.

THIRD:—That if at any time any part of the debt hereby secured or interest thereon or any of the sums authorized hereunder to be expended by the Mortgagee be past due and unpaid, the Mortgagor hereby sells, transfers and assigns the rents and profits of the above described real estate to the Mortgagee and agrees that any Circuit Judge of said State may, in chambers or otherwise, appoint a receiver, or receivers, with authority to take possession of said real estate and collect and sell the said rents and profits, applying the net proceeds thereof, after paying costs of collection and sale, upon said debt, interest, or sums expended by the Mortgagee and herein secured, without liability to account for anything more than the rents, and profits actually collected.

FOURTH:—That wherever herein the masculine personal pronoun may be used, if there be only one mortgagor, and that mortgagor shall be female, the feminine personal pronoun shall be deemed substituted for such masculine personal pronoun. Wherever herein the singular personal pronoun shall be used referring to the Mortgagor and there be more than one mortgagor, said singular personal pronoun shall be deemed to read as the plural personal pronoun. Wherever herein the word "Mortgagor" shall be used, and there be more than one Mortgagor, the same shall be deemed to read "Mortgagors," and each mortgagor shall always be jointly and severally liable for the performance of every promise and agreement made herein by the "Mortgagor." Wherever herein the words "Mortgagor" or "Mortgagee" are used the same shall be construed to mean as well the heirs, successors, representatives and assigns of the same, whether voluntary by act of the parties, or involuntary by operation of the law.

PROVIDED ALWAYS, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the Mortgagee the debt or sums of money hereby secured with interest thereon and all costs and expenses of the Mortgagee herein secured, then this deed of bargain and sale shall cease, determine, and be utterly null and void, as to that part of the real estate not sold hereunder, otherwise to remain in full force and virtue.

WITNESS my hand and seal this the 15<sup>th</sup> day of May in the year of our Lord one thousand nine hundred and thirty five and in the one hundred and fiftyninth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of  
Marion Brawley, Jr. } Edwin B. Smith (SEAL)  
Harriet R. Wright } (SEAL)

STATE OF SOUTH CAROLINA,  
County of Greenville  
Personally appeared before me Harriet R. Wright and made oath that she saw the within named Edwin B. Smith sign, seal and as his act and deed deliver the within written deed, for the uses and purposes therein mentioned, and that she with Marion Brawley, Jr. in the presence of each other, witnessed the execution thereof.

Sworn to before me this 25<sup>th</sup> day of May, A. D. 1935.  
Harriet R. Wright  
Marion Brawley, Jr. (SEAL)  
Notary Public in and for South Carolina.

STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER  
County of Greenville  
I, Marion Brawley, Jr. Notary Public, do hereby certify unto all whom it may concern that Mrs. Dorothy Mixson Smith the wife of the within-named Edwin B. 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 Atlantic Life Insurance Company, its successors and assigns, all her interest and estate, and also all her right, title and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this 25<sup>th</sup> day of May, A. D. 1935.  
Dorothy Mixson Smith  
Marion Brawley, Jr. (SEAL)  
Notary Public in and for South Carolina.

The obligation which the within mortgage was given to secure, having been paid in full this..... day of..... 19....., the within named Atlantic Life Insurance Company does hereby declare the lien of the same fully satisfied and does hereby authorize the Clerk of Court for..... County to enter upon the record of said Mortgage full satisfaction thereof.

IN WITNESS Whereof the said Atlantic Life Insurance Company, by....., its....., signs, executes and delivers this satisfaction, and causes the seal of said corporation to be affixed hereto and duly attested by..... its.....

ATLANTIC LIFE INSURANCE COMPANY,  
Attest: By.....  
Secretary.

Signed, sealed and delivered in the presence of.....

Recorded May 25<sup>th</sup> 1935, at 11:30 o'clock A. M.