

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anwise incident or appertaining:

AND IT IS AGREED, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns and all persons claiming by, through, or under them, and shall be deemed to be part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said MORTGAGE GUARANTEE COMPANY OF AMERICA, its successors and assigns forever. And I myself do hereby bind myself heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said MORTGAGE GUARANTEE COMPANY OF AMERICA, its successors and assigns from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor (which expression herein shall include his, her or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and building on said land, and keep the same insured from loss or damage by fire in the sum of \$5,500.00 and wants to in the sum of \$3,800 Dollars, and assign the policy of insurance to the said mortgagee (which expression herein shall include his, her or its successors, executors, administrators or assigns), and in case he or they shall at any time neglect or fail to do so, then the said mortgagee may cause the same to be insured in his or its own name, and reimburse himself or itself for the premium and expenses of such insurance under this mortgage.

AND IT IS FURTHER AGREED, That said mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, and reimburse himself or itself under this mortgage.

AND IT IS FURTHER AGREED, That said mortgagor shall not do or suffer any act to be done in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as a security for said debt:

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 said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said bond, note, or other obligation, and all insurance, premiums and taxes, then this deed of bargain and sale shall cease, determine and be utterly null and void. But in case of nonpayment of the said debt or sum of money, with interest thereon, or any part thereof, or any part of the interest so to become due, according to the true intent and meaning of the said bond, note or other obligation, or in case the said mortgagor shall neglect or fail to pay promptly when due the taxes upon the said property, or to insure the house and building on said land and keep the same insured as aforesaid, or to observe any of the covenants and agreements herein on his part, then, upon the violation of any or all of said covenants and agreements, the whole amount of said debt, at the option of the lawful holder thereof, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding. And upon said debt being due

and collectible, it shall and may be lawful for the said MORTGAGE GUARANTEE COMPANY OF AMERICA, its successors and assigns, and the said

M. J. Wharton doth hereby empower and authorize the said MORTGAGE GUARANTEE COMPANY OF AMERICA, its successors or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue, at the door of the Court House, in the County aforesaid, to the highest bidder for cash, three weeks' previous notice of the time, place and terms of sale having been first given once a week in some newspaper published in said County, at which sale they, or any of them, shall have the right to become purchasers of the said premises, and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs and assigns forever, a conveyance in fee of the said premises, freed and discharged from all equity of redemption and right of dower, and all and every other encumbrance subsequent to this mortgage; and after deducting from the proceeds of said sale all taxes due thereon, or which may have been paid by the mortgagee, the principal and interest due on the said debt, and ten per cent. attorney's fees, premiums of insurance and the costs and charges of the said sale, then to hold the overplus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises, who may give express notice in writing of his holding the same, and if no such claims be made, then to pay such overplus to the said mortgagor. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises; and any holding of the same thereafter

by the said mortgagor or other persons holding under him, shall be as tenant of the said purchaser, at a rent of Sixty and no/100 (\$60.) dollars per month, payable monthly; and the said purchaser may at any time determine such tenancy by giving one month's notice to the party in possession, or without such notice in case at any time any rent be due and unpaid; and in either of said cases such purchaser shall have the right to obtain possession of the said premises, as in other cases of landlord and tenant, upon the determination of a lease. In case of sale by any corporation as mortgagee or assignee of this mortgage, the deed shall be executed in the name of the mortgagor by the president of said corporation, as attorney in fact.

And the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagor all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

And it is agreed, by and between the parties, that the said mortgagor, in the event of a foreclosure of this mortgage by judicial proceedings, or collection by an attorney, shall pay a reasonable sum, not less than ten per cent. upon the amount due, for attorney's fees, which shall be secured by this mortgage, and shall be included in any judgment of foreclosure recovered.

WITNESS my Hand and Seal this 1st day of October in the year 1928 of our Lord one thousand two hundred and eighty-eight.

Signed, Sealed and Delivered in the Presence of  
J. Milburn Hicks }  
John E. Johnston } M. J. Wharton (SEAL)  
\_\_\_\_\_ (SEAL)

THE STATE OF SOUTH CAROLINA, }  
COUNTY OF Greenville }  
BEFORE ME, John E. Johnston Notary Public of South Carolina, personally appeared \_\_\_\_\_  
J. Milburn Hicks and made oath that he saw the within named \_\_\_\_\_  
M. J. Wharton sign seal and, as his act and deed, deliver the within written deed, for the uses and purposes therein mentioned, and that he, with John E. Johnston witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 9 day of October 1928 at Greenville (L. S.)  
John E. Johnston Notary Public of South Carolina

THE STATE OF SOUTH CAROLINA, }  
COUNTY OF Greenville }  
I, John E. Johnston Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Edith A. Wharton the wife of the within named Mrs. Wharton 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 Mortgage Guarantee Company of America 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 9th day of October 1928 at \_\_\_\_\_  
J. E. Johnston (L. S.)  
Notary Public of South Carolina

Recorded October 10th 1928 at 4:20 o'clock A. M.