Vol. 209.

MORTGAGE OF REAL ESTATE

Form 1.

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 62577

STATE OF SOUTH CAROLINA,

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, E. Mmrr. Birdie Monteith to E. R. Mortgage

hereinafter spoken of as the Mortgagor..... send greeting:

WHEREAS I, Mmrr. Birdie Monteith, a Spinster

justly indebted to the South Carolina Security Co., a corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of Fifteen Thousand ($15,000.00) Dollars ($.....), lawful money of the United States of America, secured to be paid by my certain bond or obligation, bearng even date herewith, conditioned for the payment at the principal office of the said South Carolina Security Co. in the City of Greenville, South Carolina, or at such other place either within or without the State of South Carolina as the owner of this obligation may from time to time designate, of the sum of fifteen thousand dollars ($15,000.00) payable as follows:

Four hundred fifty ($450.00) dollars on the first day of March, 1931, and a like amount Semi-annually on the first days of every September and March thereafter until and including March 1, 1945, and the balance of the principal then remaining unpaid on September 1, 1945.

Satisfied and cancelled of Record 22nd day of Jan. 1942
Allie A. Hartsworth
R. M. C. for Greenville County, S. C.
At 12:42 o'clock P.M.
II 981

and also interest upon said principal sum to be computed from the day of the date hereof, at and after the rate of Six (6%) per centum per annum.....

payable semi-annually on the first days of every September and March from and after the date hereof until the aforesaid principal sum shall be fully paid, said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided. The obligee may call for gold coin of present standard of weight and fineness, in which case obligor shall make payment in same.

NOW, KNOW ALL MEN, that the said Mortgagor..... in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

In the City of Greenville, State and County aforesaid, on the North side of Pindal avenue and known and designated as lot no. 60, Block A, according to a plat of the property of Eagle Order Company, recorded in plat Book "C," at page 238, and having, according to a recent survey thereof made by Dalton & Neves, Engineers, April 1929, the following metes and bounds, to-wit:-

Beginning at an iron pin on the North side of Pindal Avenue 203.7 feet from the Northeastern intersection of Augusta Street and Pindal Ave., joint corner of lots Nos. 59 and 60 and running thence with the joint line of said lots N. 2-33 W. 203.1 feet to an iron pin in the line of McKay Street; thence along the Southern side of McKay Street N. 89-15 E. 69.8 feet to an iron pin, rear joint corner of lots Nos. 60 and 61; thence along the joint line of said lots S. 2-37 E. 208 feet to an iron pin in the line of Pindal Avenue; thence along the Northern side of Pindal Avenue S. 89-07 W. 4.8 feet to an iron pin; thence continuing along Pindal Avenue S. 86-24 W. 65.2 feet to an iron pin to the point of beginning.

Recorded August 26, 1930, at 12:30 P.M.

Assignment on reverse side hereof.

State of South Carolina, County of Greenville, and the State aforesaid, which said mortgage was received to be recorded in the R.M.C. Office for Greenville County, S.C. on the 26th day of August, 1930, at 12:30 P.M. and recorded in Mortgage Book 209, at page 87.

E. R. Bowman.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor.....in and to said premises.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other 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 a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor....., ...her.....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 by 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 such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the excution of the said 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 attorneys' fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or defaults in the payment of said principal and interest, or 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.