

PROVENCE, JARRARD & MARTIN-GREENVILLE 23959

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

hereinafter spoken of as the Mortgagor send greeting.

WHEREAS

justly indebted to the South Carolina Savings Company, a Corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of

Thirty five Hundred and no/100 Dollars,
(\$ 3,500.00), lawful money of the United States of America, secured to be paid by the said bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said South Carolina Savings Company, 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 Thirty five Hundred and no/100 Dollars (\$ 3,500.00) payable as follows:

5 1/2 per centum per annum, said interest and principal sum to be paid in installments as follows: Beginning on the 1st day of October 1937, and on the 1st day of each month thereafter the sum of \$28.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of February 1953 and the balance of said principal sum to be due and payable on the 1st day of March, 1953. The monthly payments of \$28.00 each are to be applied first to interest at the rate of 5 1/2 per centum per annum on the principal sum of \$3,500.00, and each monthly payment shall be applied in payment of interest to the extent of the interest due on the principal sum of \$3,500.00, and the balance of each monthly payment to be paid shall be applied in payment of principal and interest. The whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or any other charge as hereinafter provided. The obligation shall not be void or unenforceable in whole or in part, and the same shall remain in full force and effect until the principal sum shall be fully paid.

payable semi-annually on the first days of every June and December and after the date hereof until the aforesaid principal sum shall be fully paid, said principal and interest to be paid at the par 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 any other charge as hereinafter provided. The obligation shall not be void or unenforceable in whole or in part, and the same shall remain in full force and effect until the principal sum shall be fully paid.

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

near the City of Greenville, in Greenville Township, Greenville County, S. C., on the north side of Augusta Place Street known and designated as Lot No. 6, on plat of Subdivision known as Augusta Place, made by R. E. Dalton May, 1923, and having, according to said plat, which is recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book 5, page 128, the following metes and bounds, to-wit:-

Beginning at an iron pin on the north side of Augusta Place Street, at the joint corner of Lots Nos. 6 and 7, said iron pin being 60.23 feet west from the northwest corner of the intersection of Augusta Place Street and Mitchell Street and running thence with the joint line of Lots Nos. 6 and 7 N. 36-30 21. 263.9 feet to an iron pin; thence S. 63-30 21. 60 feet to an iron pin at the joint near corner of Lots Nos. 5 and 6, thence with the joint line of the last mentioned lots S. 26-30 E. 269.2 feet to an iron pin on north side of Augusta Place Street, thence along the north side of said Street N. 58-30 E. 60.23 feet to the beginning corner. This is the identical property conveyed to me as Mortgagor herein by deed dated May 12, 1923 and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 88 page 199. This property was conveyed to me as Ora Jenkinson but since that date I have married R. L. Burlington and this mortgage is given by me as Ora Jenkinson Burlington

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 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 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.

AND it is 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.