

PROVENCE J. JARVIS & MARTIN - GREENVILLE 23950

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

TO ALL WHOM THESE PRESENTS MAY CONCERN:

hereinafter spoken of as the Mortgagor, send greeting.

WHEREAS

we, the said Grace W. Whately and J. P. Whately,
justly indebted to *B. Douglas Nelson & Co.*, a Corporation organized and existing under the laws of the State of South Carolina, in the sum of

Sixty-five Hundred and no/100 Dollars
(\$ *6,500.00*) lawful money of the United States of America, secured to be paid by *our* certain bond or obligation, bearing date herewith, conditioned for payment at the principal office of the said *B. Douglas Nelson & 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

Sixty-five Hundred and no/100 Dollars (\$ *6,500.00*) payable as follows: *per annum*

with interest thereon from the date hereof at the rate of *5* per centum, said interest and principal sum to be paid in installments as follows: Beginning on the 1st day of November 1937, and on the 1st day of each month thereafter the sum of \$52.00 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of June, 1952, and the balance of said principal sum to be due and payable on the 1st day of July, 1952, the aforesaid monthly payments of \$52.00 each are to be applied first to interest at the rate of 5 per centum per annum on the principal sum of \$6,500.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be applied on account of principal. 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.

Privilege is given the borrower to pay all of the loan on any interest date after three years from the date hereof upon ninety days written notice to the holder of said note.

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 County, S. C. on the Southwest side of Augusta Road, being known and designated as Lot No. 7 on plat of Subdivision known as Augusta Circle, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book E, page 227, and in Plat Book F, page 23, and having, according to a recent survey made by R. E. Dalton September 14, 1937, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Augusta Road, which iron pin is 111 feet in a Southeasterly direction from the corner of the intersection of Augusta Road and Paris Road, and running thence with the Southwest side of Augusta Road S. 49-38 E. 100.3 feet to an iron pin, joint corner of Lots 6 and 7; thence with the joint line of Lots 6 and 7 S. 29-58 W. 312 feet to an iron pin; thence N. 55-15 W. 100 feet to an iron pin at rear corner of Lots 7 and 8; thence with the joint line of the last mentioned lots N. 30-08 E. 321.7 feet to an iron pin on the Southwest side of Augusta Road, the point of beginning.

A strip along the front of this lot lies within the boundary of Augusta Road, and is being used for street purposes, and it is our intention that our title to said strip be covered by this mortgage subject to its use for street purposes.

This is the identical property conveyed to us by deed dated April 27, 1937, and recorded in the R. M. C. Office for Greenville County, S. C. in Deed Vol. 193, at page 389.

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, who 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, *their* 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.

RECORDED AND CANCELLED OF
14 DAY OF *January*
1937
R. M. C. OFFICE FOR GREENVILLE COUNTY, S. C.
12:35 O'CLOCK P. M.

For Partial Release see R. E. M. Book 310 page 284

and private, et al. title
of