77

G.R.EM. 5-a

The above described land is ---------- the same conveyed to me by ----------

Traxler Real Estate Company

---------- on the 3rd day of May 1937,

deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book 196, Page 230.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises unto the said Blue Ridge Lumber Company

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Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than ----------

x

---------- Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I 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 note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that I, the mortgagor, am to hold and enjoy the said premises until default of payment shall be made. And if at any time any part of said debt, or interest thereon, be past due and unpaid I hereby assign the rents and profits of the above described premises to said mortgagee, or its successors Executors, Administrators, or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS my hand and seal, this 22nd day of September in the year of our Lord one thousand nine hundred and thirty-seven

Signed, Sealed and Delivered in the Presence of

S. R. Cain

Helen Fawcett

Mildred Tharin Cain (L. S.)

(L. S.)

STATE OF SOUTH CAROLINA, County of Greenville

PROBATE

PERSONALLY APPEARED BEFORE ME Helen Fawcett

and made oath that She saw the within named Mildred Tharin Cain

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sign, seal and as her act and deed deliver the within written deed; and that She with

S. R. Cain witnessed the execution thereof.

Sworn to before me, this 22nd day of September A. D. 1937

Julia D. Charles (SEAL)
Notary Public, S. C.

Helen Faweett

STATE OF SOUTH CAROLINA, County of Greenville.

Woman Grantor

RENUNCIATION OF DOWER

I ---------- a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. ---------- the wife of the within named ---------- 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 ---------- 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 ---------- day of ---------- A. D. 19---- (SEAL)
Notary Public, S. C.

Recorded September 25th 1937 at 12:25 o'clock, P. M. By-N.S.

For value received I do hereby assign, transfer and set over to ---------- the within mortgage and the note which it secures without recourse, this ---------- day of ----------, 19----

Witness:

Assignment recorded ---------- 19----, at ---------- o'clock, ---------- M.