

MORTGAGE OF REAL ESTATE

2726 PROVISIONS-JARRARD CO.-GREENVILLE

mortgage be broken, then, and in any such event, the whole principal debt hereby secured remaining unpaid at that time, with all accrued interest and all other amounts stipulated herein, shall, at the option of said mortgagee, become immediately due and collectible, without notice, notwithstanding anything contained herein or in said notes or in any law hereafter enacted, and this mortgage may be at once foreclosed; and no failure or said mortgagee to exercise such option shall be deemed a waiver of his right to do so subsequently, nor shall the payment by said mortgagee of taxes, insurance premiums or any other amount herein authorized, or his failure to pay the same be deemed a waiver of his right to declare said debt due at any time thereafter.

(5) That all rents and profits of said premises accruing after any payment herein agreed upon shall be past due and unpaid are hereby assigned by said mortgagor to said mortgagee, who may, without regard to the value of said premises or the adequacy of any security for said debt, enter, by himself or agents, upon said premises and take possession and control thereof, lease the same and collect such rents and profits and apply the net proceeds thereof (after deducting for maintenance and improvements of premises, collection of rents and all other proper credits) upon said debt, interest, costs or expenses, without liability to account for any sums not actually received or for laches or neglect in collecting such rents or profits; and for this purpose the mortgagor hereby agrees that any Judge of the Circuit Court of said State may, in any County in said State, at chambers or otherwise, appoint a receiver with full authority in this regard.

(6) That if any part of the principal, interest or other sum herein stipulated be at any time past due and unpaid, or if said notes be placed in the hands of an attorney for collection or for the protection of the mortgagee's interests, or if said debt or any part thereof be collected by an attorney or by legal proceedings of any kind, said mortgagee shall also recover of said mortgagor a reasonable fee, not less than fifty dollars (which said mortgagor hereby agrees is a reasonable fee), for the mortgagee's attorney for his services, and that for such fee, with interest thereon at the highest legal rate, and all costs and expenses incurred by the mortgagee, he shall have a lien on said premises secured and collectible hereunder.

(7) That all provisions hereof shall extend to an bond all mortgagors and mortgagees, whether one or more of each, and whether men, women, corporations, fiduciaries or others, to the same extent as though the words "her", "its", "their" or other suitable words were formally inserted at the proper places herein; also the heirs, executors, administrators, successors and assigns of said parties, respectively, and that any notice of demand in any case arising hereunder may be sufficiently made by depositing the same in any postoffice, station or letterbox, enclosed in a envelope, addressed to said mortgagor at the last address furnished by him to said mortgagee.

(8) That all insurance policies issued under the third covenant hereof shall be signed by such agents and on behalf of such companies as may be selected by said mortgagee, and shall run for three year terms if possible.

Witness our hands and seals the seventh day of May in the year of our Lord one thousand nine hundred and thirty-seven, and on the one hundred and sixty-first year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Chas. F. Cooper	E. H. Herndon	Lizzie Howard Hughes ✓	(L.S.)
N. H. Causey	G. F. Graves	Nancy H. Tenzler ✓	(L.S.)
Merles H. Ott		Helen H. Brantley ✓	(L.S.)
Abe Schwartz		Robert R. Howard ✓	(L.S.)
I. P. Kellett	H. E. Watson	Lillie M. May ✓	(L.S.)
I. P. Kellett	H. E. Watson	Harold Roberts ✓	(L.S.)
I. P. Kellett	H. E. Watson	Louise R. Bryson ✓	(L.S.)
I. P. Kellett	H. E. Watson	M. A. Roberts ✓	(L.S.)
C. J. Haskinson		Pauline Roberts Cooper ✓	(L.S.)
N. H. Causey	G. F. Graves	Margaret Roberts ✓	(L.S.)
I. P. Kellett	H. E. Watson	Dorothy Roberts ✓	(L.S.)
		Lillie M. May ✓	(L.S.)

State of South Carolina,)
County of Greenville.)

Personally appeared before me H. E. Watson and made oath that he saw the within named Hortense H. Brantley, Lillie M. May, Harold Roberts, Louise R. Bryson, Albert Roberts and Dorothy Roberts sign, seal and as their act and deed deliver the within written deed, and that he, with I. P. Kellett, witnessed the execution thereof.

Sworn to before me, this

13 day of May, A. D. 1937.

H. E. Watson

I. P. Kellett (L.S.)

Notary Public for South Carolina

State of Georgia,)
County of Fulton.)

Personally appeared before me G. F. Graves and made oath that he saw the within