

MORTGAGE OF REAL ESTATE

nature and kind^{now} located or which may hereafter be placed on the premises or in the buildings or additions hereafter erected, it being the intention of the parties hereto that the said mortgage shall cover all the property of Mountain City Foundry and Machine Works, whether real or personal or mixed, which is now located, or which may hereafter be place, on the land above described.

This is the same property that was conveyed to Mountain City Foundry and Machine Works by deeds of R. M. McDonald and the City of Greenville, which are of record in the R. M. C. Office for Greenville County, S. C., in Deed Book SSS, at page 343, and in Deed Book 25 at page 225, less a small trinagular portion of said property which was heretofore conveyed by the mortgagor to Greenville-Spartanburg & Anderson Railway Company by deed recorded in Volume 3X, at page 194.

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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, And said Mountain City Foundry and Machine Works does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, from and against said Mountain City Foundry and Machine Works, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof .

And the said mortgagor agrees to insure and keep insured the houses and buildings on said lot in a sum not less than Ten Thousand (\$10,000.00) Dollars from loss or damage by fire and will keep the houses and buildings on said lot insured in a sum not less than Ten Thousand (\$10,000.00) Dollars from loss or damage by windstorm or tornado, and will keep and insure the furnishings and equipment in said buildings on said lot from loss by fire in such amounts as may from time to ^{time} be required by the mortgagee, in a company or companies satisfactory to the mortgagee, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for premuim, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest at the time the same become due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire or tornado risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And in case proceedings for foreclosure shall be instituted, the mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted 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 said mortgagor shall be entitled to hold and enjoy the said Premises until default be made as herein provided.

IN WITNESS WHEREOF the said Mountain City Foundry and Machine Workd has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, S. W. Reames, President and Treasurer, attested by Annie Lee Rowley, as Secretary, on this the 21st day of June, in the year of our Lord one thousand nine hundred and thirty-eight, and in the one hundred and sixty-second year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered

in the presence of:

J. Hudson Williams

S. T. Lineberger.

MOUNTAIN CITY FOUNDRY AND MACHINE WORKS

BY S. W. Reames

President & Treasurer

Attest: Annie Lee Rowley

Secretary.

