

MORTGAGE OF REAL ESTATE

suits have been begun affecting the same or if any tax or assessment be made or levied upon the debt secured hereby or upon the mortgagee or its successors or assigns for or on account of this loan, either by the State or County, or for any local purposes, the mortgagee or her heirs successors or assigns shall have the right to declare the entire indebtedness secured hereby at once due and payable and the mortgagor or the person or persons claiming or holding under the mortgagor shall at once pay the entire indebtedness secured hereby.

And, it is further covenanted and agreed that in case this mortgage or the indebtedness secured hereby be placed in the hands of an attorney for collection, or be collected by legal proceedings, or if it become necessary to establish it, or set it up in any legal proceedings, the further sum of ten percentum on the amount then due shall be paid by the mortgagor or the person or persons claiming through or under the mortgagor, for Attorney's fees, all of which shall stand secured by this mortgage and may be recovered in any suit or action hereupon or hereunder.

And, it is further covenanted and agreed that upon default in the payment of any of the indebtedness secured hereby or any part thereof or any part of the interest thereon, or on failure of the mortgagor to keep and perform any of the covenants and conditions hereof, that then the mortgagee or her heirs successors or assigns may enter and possess said premises and shall have, demand, collect, receive and receipt for the rents, income and profits of the same and apply the net residue thereof, after deducting all expenses, to the payment of said debts; and the entire rents, income and profits accruing from or issuing out of said premises, and until the indebtedness secured hereby shall be fully paid, are hereby assigned, transferred and delivered unto the mortgagee and her heirs and assigns, to be applied to said indebtedness after first deducting the expense of the collection thereof, all of which shall be without any liability whatsoever on the part of the mortgagee or her heirs, successors or assigns, for laches, or neglect in collecting the said rents, income and profits.

And, it is also covenanted that upon default in the payment of any of the principal notes secured hereby; or upon default in the payment of interest; or upon default in the payment of any of the sums of money secured hereby, or any part thereof; or on failure of the Mortgagor to keep and perform any of the covenants or conditions hereof, that then and in any such event, the whole amount of the indebtedness hereby secured, at that time unpaid, shall, at the option of the lawful owner and holder of said notes and of this security, be and become, due and collectible at once, anything hereinbefore or in said notes contained to the contrary notwithstanding; such option to be exercised without notice.

All appraisements and homestead laws are hereby expressly waived.

Witness my hand and seal, this 8th. day of August, 1938

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

C. M. Gaffney (SEAL)

L. L. McGirt, Jr.

T. P. P. Carson

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

PERSONALLY appeared before me L. L. McGirt, Jr. and makes oath that he was present and saw C. M. Gaffney sign, seal and as his Act and Deed, deliver the within written Deed; and that he with T. P. P. Carson witnessed the execution thereof.

Sworn to before me this 8th. day of

L. L. McGirt, Jr.

August, 1938.

T. P. P. Carson

N. P. for S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, T. P. P. Carson, N. P. for S. C. do hereby certify unto all whom it may concern, that Mrs. May W. Gaffney, the wife of the above named C. M. Gaffney, 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 Isabel G. Jackson, her heirs, personal representatives successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, or to all and singular the Premises within mentioned and released.

May W. Gaffney (SEAL)

Given under my hand and seal, this 8th. day of August, 1938.

T. P. P. Carson

N. P. for S. C.

Recorded August 9th. 1938 at 11:30 A. M.