103

Vol. 224

MORTGAGE OF REAL ESTATE

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 Premises before mentioned unto the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns forever.

And it does hereby bind itself, its Successors or Assigns to warrant and forever defend all and singular the said Premises unto the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns, from and against itself, its Successors or Assigns and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it does hereby agree to insure the house and buildings on said lot in a sum not less than Nine Hundred and no/100 ($ 900.00) Dollars fire insurance and not less than Nine Hundred and no/100 ($ 900.00) Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by fire or windstorm, and do hereby assign said policy or policies of insurance to the said mortgagee, its successors and assigns; and in the event its should at any time fail to insure said premises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured in its name, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

And it does hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., immediately upon payment, until all amounts due under this mortgage have been paid in full, and should it fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amounts so paid to the mortgage debt, and collect same under this mortgage with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor shall keep the premises herein described in good repair, and should it fail to do so, the mortgagee, its successors, or assigns may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And it does hereby assign, set over and transfer unto the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceeding, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal, without liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by the mortgagor herein, and the payments hereinabove set out become past due and unpaid, then it does hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof, after paying costs of collection upon said debt, interest, taxes, and fire insurance without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if it the said mortgagor its successors or assigns shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors or assigns, the monthly installments, as set out herein, until said debt and all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void; otherwise to remain in full force and virtue.

And it is further agreed by and between the said parties hereto, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made. But if it shall make default in the payment of said monthly installments, or shall make default in any of the covenants and provisions hereinabove set out for a space of thirty days, then, and in such event, the Association may, at its option, declare the whole amount hereunder at once due and payable, together with costs and a reasonable attorney's fees, and shall have the right to foreclose this mortgage.

IN WITNESS WHEREOF it has hereunto set its hand and seal, this the 2nd day of October, in the year of our Lord One Thousand, Nine Hundred and thirty nine, and in the One Hundred and sixty fourth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Marion Brawely, Jr.

Euna Kay

Suburban Development Company (SEAL)

By J. W. Norwood, Jr. (SEAL)
President

By George Norwood (SEAL)
Secretary-Treasurer

STATE OF SOUTH CAROLINA,
County of Greenville } PROBATE

PERSONALLY appeared before me Marion Brawley, Jr. and made oath that he saw the within named Suburban Development Company, by J. W. Norwood, Jr., President, and George Norwood, Secretary & Treasurer its act and deed deliver the within written deed, and that he, with Euna Kay witnessed the execution thereof.

SWORN to before me this the 2nd day of October, 1939

Euna Kay (SEAL)
Notary Public for South Carolina

Marion Brawely, Jr.

STATE OF SOUTH CAROLINA,
County of Greenville } 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors 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 for South Carolina

Recorded October 3d 1939 at 9:16 o'clock A. M
N.S.