

(2) Agreement by and between E. A. Gilfillin, et al., and Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, dated January 18th, 1940, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 218, Page 40.

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 The First National Bank of Greenville, S. C., as Trustee, its successors and assigns forever.

AND We do hereby bind ourselves, our 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 us, our heirs, executors, administrators, and assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the house and buildings on said land for not less than Twenty Thousand Dollars (\$20,000), in a company or companies which shall be acceptable to the mortgagee, and keep 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 we 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 mortgagors to pay any insurance premium or any taxes or other public assessment or any part thereof, the mortgagee, may, at its 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 we, the said mortgagors, 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 viture.

AND IT IS AGREED, By and between the said parties, that we, the mortgagors, are 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, we hereby assign the rents and profits of the above described premises to said mortgagee, or its successors 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 our hands and seals this 26th day of January, 1940.

Witness:

R. M. Caine

A. F. Burgess

Harold C. Smith (SEAL)

Eugene B. Smith (SEAL)

Alfred T. Smith (SEAL)

Claude D. Smith (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

PERSONALLY APPEARED Before me R. M. Caine who, being duly sworn, says that he saw the within named Harold C. Smith, Eugene B. Smith, Alfred T. Smith, and Claude D. Smith, sign, seal, and as their act and deed deliver the within written instrument, and that he with A. F. Burgess, witnessed the execution thereof.

SWORN To before me this
26th day of January, 1940.

A. F. Burgess (SEAL)

Notary Public for S. C.

R. M. Caine.

STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE.)

RENUNCIATION OF DOWER

I, A. F. Burgess, a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Mary S. SMITH, the with of the within named Harold C. Smith, 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 The First National Bank of Greenville, S C., as Trustee, 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.

Sworn to before me this
26th day of January, 1940.

A. F. Burgess (SEAL)

Notary Public for S. C.

Mary S. Smith

Mrs. Harold C. Smith