MORTGAGE OF REAL ESTATE—G.R.E.M. 9a

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties, hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and Assigns.

And I do hereby bind myself and my Heirs, Executors and Administrators 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 myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim thhe 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 Twenty-two Hundred Fifty ($2,250.00) Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire, and the sum of x Dollars from loss or damage by tornado, and assign and deliver the polices 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 the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor, his successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full mount secured thereby before such damage by fire or tornado, or such payment over, took place.

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 becomes 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 and tornado risks, 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 it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

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, interests, 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 I, Carter Warren Cothran the said mortgagor, do 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 shall be made as herein provided.

WITNESS my hand and seal this 26th day of January in the year of our Lord one thousand, nine hundred and forty 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:

Frances H. Darling, R. N.,

Virginia Payne

Carter Warren Cothran (L. S.)

(L. S.)

(L. S.)

(L. S.)

PROBATE

THE STATE OF ~~SOUTH CAROLINA~~ Virginia

Rockingham Harrisonburg City ~~County~~

PERSONALLY appeared before me Virginia Payne and made oath that she saw the within named Carter Warren Cothran sign, seal and as her act and deed deliver the within written deed, and that she with Frances H. Darling, R. N., witnessed the execution thereof.

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

Gertrude Reilly (L. S.)
Notary Public for ~~South Carolina~~ Virginia

My commission expires: February 16, 1942

Virginia Payne

MORTGAGOR WOMAN

THE STATE OF SOUTH CAROLINA

County

RENUNCIATION OF DOWER

I, _____, 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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

Given under my hand and seal, this _____ day of _____ A. D. 19____

_____ (L. S.)
Notary Public for South Carolina

_____

Recorded January 30th 1940 at 4:22 o'clock P. M.

N.S.