

MORTGAGE OF REAL ESTATE

AND IT IS AGREED, by and between the said parties, that the said A. N. Walker, his Heirs, Executors or Administrators, shall and will insure the house and buildings on said lot, and keep the same insured from loss or damage by fire, and assign the Policy of Insurance to the said Palmetto State Life Insurance Company, its Successors or Assigns, and in case that he or they shall, at any time, neglect or fail so to do, then the said Palmetto State Life Insurance Company, its successors or assigns, may cause the same to be insured in its or their name, and reimburse themselves for the premiums and expenses of such insurance, together with interest on the amount so paid, at the rate of five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, his Heirs, Executors, Administrators or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable; and in case he or they fail to do so, the said Mortgagee, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse themselves for the same, together with interest on the amount so paid, at the rate of five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said A. N. Walker do and shall well and truly pay, or cause to be paid, unto the said Palmetto State Life Insurance Company, its successors or assigns, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and all sums of money provided to be paid by the Mortgagor, his Heirs, Executors, Administrators or Assigns, together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that A. N. Walker is to hold and enjoy the said Premises until default of payment shall be made.

AND IT IS FURTHER AGREED AND COVENANTED, between the said parties, that in case the debt secured by this Mortgage, or any part thereof, is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an Attorney for collection, suit, action or foreclosure, the said Mortgagor, her Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including ten (10%) per cent. of the principal and interest on the amount involved as Attorney's fees, which shall be due and payable at once; which charges and fees, together with all costs and expenses, are hereby secured, and may be recovered in any suit or action hereupon or hereunder.

WITNESS my hand and Seal this 29th day of July in the year of our Lord one thousand nine hundred and forty and in the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Evelyn Roof

A. N. Walker (L. S.)

J. Laurens Mills

The State of South Carolina,
County of Richland.

Personally appeared before me Evelyn Roof and made oath that she saw the within named A. N. Walker sign, seal, and as his act and deed, deliver the within written Deed; and that she with J. Laurens Mills witnessed the execution thereof.

Sworn to before me, this 29th day of July, A. D. 1940.

Evelyn Roof

J. Laurens Mills (L. S.)

Notary Public in and for S. C.

The State of South Carolina,

County of Richland.

Renunciation of Dower

I, J. Laurens Mills, do hereby certify unto all whom it may concern, that Mrs. Jessie M. Walker the wife of the within named A. N. Walker 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 Palmetto State Life Insurance Company, 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.

J. Laurens Mills

Notary Public in and for S. C.

Given under my Hand and Seal, this 29th day of July, Anno Domini 1940.

Jessie M. Walker.