

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

**W. I. Alester G. Furman**,  
of the City of **Greenville**, State of South Carolina, hereinafter spoken of as the Mortgagor, send greetings:

WHEREAS, we, the said **Mortgagor** are justly indebted to **THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE**, a corporation organized and existing under the laws of the State of Tennessee, hereinafter spoken of as the Mortgagee, in the sum of **Fifteen Thousand and No/100 (\$15,000.00)** DOLLARS lawful money of the United States of America, secured to be paid by certain note, or obligation, bearing even date herewith, conditioned for payment at the principal offices of the said **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE**, in the City of Nashville, in the State of Tennessee, of the sum of **Fifteen Thousand and No/100 (\$15,000.00)** DOLLARS

**\$ 15,000.00** PRINCIPAL NOTE SECURED BY MORTGAGE No. **X**  
Greenville, South Carolina **March 2nd, 1942.**

For value received, I **W. I. Alester G. Furman** promise to pay to **THE LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE, Inc.**, a Tennessee corporation with principal office at Nashville, Davidson County, Tennessee, or other, negotiable and payable without offset, at the Home Office of said Company, Nashville, Tennessee, the sum of **Fifteen Thousand and no/100 (\$15,000.00)** DOLLARS as follows:

The sum of **One Hundred Eighty-Seven and 50/100 (\$187.50)** Dollars to be paid on the principal on the 1st day of March, 1947, and the sum of **One Hundred Eighty-Seven and 50/100 (\$187.50)** Dollars on the 1st day of June, September, December and March of each year thereafter up to and including the 1st day of December 1951, and the balance of the principal remaining unpaid on the 1st day of March, 1952. With interest from date hereof at the rate of **4 per cent per annum**, payable on the 1st day of June, September, December and March of each year.

But if default be made in the payment of any one of the said principal or interest installments, or in any of the covenants and agreements hereinbefore mentioned to be performed by the undersigned then in that case the whole sum of both principal and interest of this note, shall, at the option of the holder thereof, become due and payable at once, anything hereinbefore provided to the contrary notwithstanding. The makers and endorsers of this note hereby severally waive presentment, demand, protest and notice of dishonor, and also severally waive the benefit of their homestead or other exemptions as to this obligation. In case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the makers agree to pay reasonable attorney's fee for making such collections.

This note with interest thereon is secured by a mortgage of even date herewith, executed by the makers hereof unto **LIFE & CASUALTY INSURANCE COMPANY OF TENNESSEE** to which reference is hereby made for the terms thereof.

Attest **Alester G. Furman** (L. S.)  
*W. I. Alester G. Furman* (L. S.)

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money mentioned in the said note and for the better securing the payment of the said sum of money mentioned in the said note, with interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever:

All my undivided **one-third** interest in and to all that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at the Southeast corner of the intersection of North Main Street and East Coffee Street, in the block between East Coffee Street and East Washington Street, in the City of Greenville, County of Greenville, State of South Carolina, and having, according to a survey thereof made by R. E. Dalton, May 31, 1938, the following metes and bounds, to-wit:-

BEGINNING at a point at the Southeast corner of the intersection of North Main Street and East Coffee Street, and running thence with the East side of North Main Street, S. 20° 25' W. 38.2 feet to a point at center of a 13-inch brick wall thence through the center of said 13-inch brick wall, S. 69° 35' E. 144.6 feet to a point in the center of an 8.4 foot alley; thence with the center of said alley, N. 20° 25' E. 38.2 feet to a point on the South side of East Coffee Street; thence with the South side of East Coffee Street to and with the North edge of an 18-inch brick wall, N. 69° 35' W. 144.6 feet to the point of beginning.

Together with all of my right, title and interest in and to any leases now on said property or which may hereafter be placed thereon.

In the event that the aforesaid leases should terminate prior to the full and final payment of the indebtedness secured hereby, it is agreed that any renewal of said leases, or any new leases covering the said premises shall, in like manner, stand pledged as security for this obligation, without the necessity of executing any further documents whatever in evidence of such pledge or assignment.

The rentals accruing under the said leases are hereby declared to be non-assignable during the life of this mortgage, and in case of foreclosure of this mortgage, all rights of said mortgagor shall pass to and become vested in the purchaser at foreclosure sale. Said Life & Casualty Insurance Company of Tennessee as assignee of said leases shall exercise no rights thereunder unless default is made in the terms of this mortgage and the note secured hereby. Provided, however, that the said leases are to remain in the possession of the said mortgagor and he shall be entitled to collect all rents, so long as the payments and obligations under said mortgage are fully met; it being further provided that in the event of a failure to pay any of the amounts due, or to comply with any of the provisions herein, that the right to collect all rents under said leases shall immediately inure to Life & Casualty Insurance Company of Tennessee, and the original leases themselves shall be turned over immediately to said Insurance Company.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

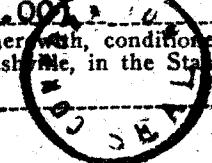
AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mirrors, mantels, refrigerating 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 the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor, his heirs, executors, administrators or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall be at liberty, within thirty days or thereafter, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this Mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons responsible for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof, as may not then be under lease, and with such other powers as may be deemed necessary, who after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after

*Satisfaction*  
*Paid in full*  
*Authorized the day of January, 1946*  
*Company of Tennessee*  
*March 2nd, 1942*  
*President*



RECORDED  
N. M. C. FOR GREENVILLE  
# 1976