MORTGAGE OF REAL ESTATE—GREM 7

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14566—8-13-40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN

I, Helen D. Croxton

hereinafter spoken of as the Mortgagor send greeting.

WHEREAS I, Helen D. Croxton

justly indebted to C. Douglas Wilson & Co., a corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of

Thirty-Seven Hundred Fifty and No/100 Dollars

($ 3750.00) lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, secured to be paid by my

certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said

in the City of Greenville, S. C., or at such other place either within or without the State of South Carolina, as the owner of this obligation may from time to time designate,

Thirty-Seven Hundred Fifty and No/100 Dollars ($ 3750.00) of the sum of

to be paid on the first day of September, 1942, and thereafter, said interest

with interest thereon from the date hereof at the rate of five per centum per annum, said interest and principal sum to be paid in installments as follows: beginning on the first

day of October 1942 and on the first day of each month thereafter the

sum of $ 33.75 to be applied on the interest and principal of said note, said payments to continue up to and including the first day

of February, 1955 and the balance of said principal sum to be due and payable on the first

day of March, 1955 the aforesaid monthly payments of $ 33.75 each are to be applied first to interest

at the rate of five per centum per annum on the principal sum of $ 3,750.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be applied on account of principal. Said principal and interest to be paid at the par of exchange and net to the obligee, it being hereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the 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, conveyed 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 that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

in the Township and County of Greenville, State of South Carolina, on the southern side of Woodvale Avenue known and designated as Lot No. 239 of Traxler Park, a plat of which is recorded in the R. M. C.'s Office for Greenville County in Plat Book "F" at Page 115 and having, according to said plat, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the southern side of Woodvale Avenue 577.5 feet from the southeastern intersection of Woodvale Avenue and Byrd Boulevard, joint corner of Lots Nos. 238 and 239 and running thence along the joint line of said Lots S. 25-23 E. 225 feet to an iron pin rear joint corner of said lots; thence N. 62-34 E. 70 feet to an iron pin, rear joint corner of Lots Nos. 239 and 240; thence along the joint line of said lots, N. 25-23 W. 225 feet to an iron pin in the line of Woodvale Avenue; thence along the southern side of Woodvale Avenue, S. 64-37 W. 70 feet to the point of beginning.

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, bathtubs, 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 or 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, ___, heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner therein specified, 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 also be at liberty, immediately after any such default, 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 bonded 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 applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or default in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

AND it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any installment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building located on said premises.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure by the owner of the above described premises to comply with the requirements of any Department of the City of Greenville, S. C. within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice by the Mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the judge as to what constitutes such state of repair or reasonable depreciation.

Recorded Mortgage Book 313 Page 296 Amount $3,750.00 Dated August 26, 1942

Satisfaction on the record of this mortgage is hereby authorized, this 19th day of October, 1942.

Metropolitan Life Insurance Company
By Graham Vice President
Attest: James W. Fisher, Assistant Secretary
Witness: J. B. Graham, John C. Mitchell
State of New York, County of New York
Personally appeared before me John C. Mitchell who being duly sworn, says that he saw the within named Metropolitan Life Insurance Company by James W. Fisher its Assistant Secretary and Graham Vice President sign, seal and as their act and deed deliver the within written instrument and that he with J. B. Graham witnessed the execution thereof.
Sworn to before me this 19th day of October, 1942.
John C. Mitchell
Notary Public, New York County, N.Y. Reg. No. 191-C-7, Reg. No. 413-C-7, Reg. No. 270-C-7, Reg. No. 59-C-7, Reg. No. 123-C-7, New York County Clerk's No. 59-C-7
Recorded this 19 day of October, 1942 at 3:13 P.M.
Satisfaction, Sec. R. & M. Book 313 Page 176