

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,  
County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

~~XXXX~~ I, Albert C. Koutsky  
of the City of Greenville

State of South Carolina, hereinafter spoken of as the Mortgagor, send greeting:

WHEREAS, the said Mortgagor is justly indebted to AIKEN LOAN & SECURITY COMPANY, 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-Five Hundred Fifty and No/100 (\$3,550.00)

----- 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 AIKEN LOAN & SECURITY COMPANY, in the City of Florence, in the State of South Carolina, of the sum of Thirty-Five Hundred Fifty and No/100 ----- DOLLARS

in words and figures as follows: The sum of Twenty-Six and 26/100 (\$26.26) Dollars on the 1st day of November 1946, and a like sum of Twenty-Six and 26/100 (\$26.26) Dollars on the 1st day of each and every month thereafter until the debt is paid in full, with interest at the rate of Four Per Cent (4%) per annum computed and payable monthly; the said monthly installment of Twenty-Six and 26/100 (\$26.26) Dollars includes interest calculated on the monthly decreasing balance of said principal sum and so much of the installment as is necessary shall be credited to said interest and the balance on the principal debt, and together with, and in addition to, the monthly payments of principal and interest hereby required, he will pay to the Mortgagee, on the 1st day of each month until the said note is full paid one-twelfth of the annual taxes on the property securing this loan and also one-twelfth of the annual premiums for hazard insurance on buildings on property securing this loan. ~~The holder hereof may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling~~

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 or of any renewal or extension thereof, 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 that certain piece, parcel or lot of land situate, lying and being in Ward Four of the City of Greenville at the corner of Webster Street and Allen Street, and being known and designated as Lot No. 12 on plat of the property known as the Oakland Heights Subdivision, as shown by plat recorded in the R.M.C. Office for Greenville County in Plat Book C at Page 147, and as shown on a resurvey of the same by Pickell and Pickell, Engineers, in August, 1946, and being more particularly described, according to said plat, as follows:

BEGINNING at a stake at the Southwestern intersection of Webster Street and Allen Street, and running thence with Allen Street, S. 32-34 W. 131.4 feet to a stake in rear line of Lot No. 10; thence with the line of said lot, N. 64-34 W. 53.5 feet to a steel fence post, joint rear corner of Lots Nos. 11 and 12; thence with the joint lines of said lots, N. 55-49 E. 100.5 feet to a stake, 311 feet from the corner of Webster Street and Oakland Avenue; thence with Webster Street, S. 66-49 E. 51 feet to the beginning corner.

Said premises being the same conveyed to the mortgagor herein by S. E. Colvin, Jr. as Trustee of the Estate of O. D. Speegle, Deceased, by deed to be recorded herewith.

SEEN AND CANCELLED OF RECORD

28 DAY OF March 1968

Ollie Farnsworth

C. FOR GREENVILLE COUNTY, S. C.

10:25 O'CLOCK A. M. NO. 25194

attest: E. W. Britton  
asst. Secretary

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

25 of April 1968

The Life Insurance Company of Virginia

By: W. H. Butler and V. Paul

Witness: Anna O'Connell

Witness: Harold H. ...

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, stoves 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, washing apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating any tenement 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, 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 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 conduct of said trust as receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining unpaid hereby, or to any other debt or debts 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 cost 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 defaults in the payment of said principal and interest, or any tax, assessment, charge, fee, 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 charge for sixty days after same shall have become due and payable, or after default in the payment of any installment heretofore mentioned or to be made hereafter, or threatened demolition or removal of any building erected on said premises.

It is agreed that the Mortgagor will keep the buildings now on said land, and any buildings which may hereafter be erected on same, insured against fire and theft by such amounts and in such insurance company or companies and written through such agency as the Mortgagor may elect, and the said insurance policy or policies shall be secured as fully paid; and said policy or policies shall have attached thereto a standard Mortgage Clause making any loss payable to the said Mortgagee, AIKEN LOAN & SECURITY COMPANY, and shall be delivered with receipt for payment of the premium on same to said company at the time the same are issued; and the Mortgagor shall, ten days prior to the expiration of any policy a renewal thereof shall be effected in such company or companies as the Mortgagor may elect.