And the said mortgagoragreeto insure and keep insured the houses and buildings on said lot in a sum not
less thanDollars in a company or companies
satisfactory to the mortgagee from loss or damage by fire, and the sum of
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 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 amount 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 risk, 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 agree s to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree s 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, 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.
www.proce my hard and sol this 12th day of
Februaryin the year of our Lord one thousand, nine hundred andforty-eightand
in the one hundred and seventy-second
Signed, sealed and delivered in the Presence of: Signed, sealed and delivered in the Presence of:
(I.S)
(L. S.)
(L. S.)
The State of South Carolina,
Greenville County PROBATE
PERSONALLY appeared before me Oatu & G. Fand and made oath that he
saw the within named Robert E. Maclay
sign, seal and as his act and deed deliver the within written deed, and thathe withwitnessed the execution thereof.
\sim 12th \sim 12th
of February 19 48 C. Faut
Margaret Use Creaty (L. S.) Notary Public for South Carolina
The State of South Carolina, RENUNCIATION OF DOWER
Greenville
Greenville County Notary Public for S. C. , do hereby
Christine Evatt Maclay
the wife of the within named Robert E. Maclay, 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
any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever reiniquish unto the within named H. C. Smith and C. S. Fox, their, heirs, 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 12th day of February
day of February A. D. 19 48 Curve (L. S.) Notary Public for South Carolina
Recorded February 13th, 1948, at 12:47 F.M. #3055