

M. Gassaway, by deed dated March 31, 1934, recorded in the R.M.C. Office for Greenville County in Book of Deeds "170" at Page 319.

Together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging, or in anywise incident or appertaining:

And it is Agreed, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are furnished by a landlord in letting an unfurnished building similar to the one covered by these presents, which are or shall be attached to the said building by nails, screws, bolts, pipe connections, masonry or in any 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 part of the security for the indebtedness herein mentioned and to be covered by this mortgage.

It is Agreed that in consideration of the making of the loan secured hereby, the mortgagor has waived, released and relinquished, and hereby waives, releases and relinquishes the benefit of The Mortgage Foreclosure Procedure Act, the Deficiency Judgment Act and of all moratorium or other laws which have been, or which may hereafter be, passed by the legislature of the State of South Carolina affecting the mortgagor's liability for the debt secured hereby, or the enforcement of the lien of this mortgage, and covenants and agrees that notwithstanding the mortgagor may be occupying the mortgaged property, nevertheless immediately upon and from any foreclosure proceedings hereon being begun the occupancy of the mortgagor shall be as tenant at the same rental hereinafter provided in case of holding over after completion of sale.

To Have and to Hold all and singular the said premises unto the said **Edwin T. Powell, his** heirs and assigns forever. And **I** do hereby bind **myself, my** heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said **Edwin T. Powell, his heirs** and assigns from and against **me and my** heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming or to claim the same, or any part thereof.

And it is Agreed, by and between the said parties, that the said mortgagor (which expression herein shall include his, her or its successors, heirs, executors, administrators or assigns), shall and will forthwith insure the house and building on said land, and keep the same insured in companies satisfactory to the mortgagee from loss or damage by fire in the sum of \_\_\_\_\_ dollars and assign the policy of insurance to the said mortgagee (which expression herein shall include his, her or its successors, executors, administrators or assigns), and in case he or they shall at any time neglect or fail so to do, then the said mortgagee may cause the same to be insured in his or its own name, and reimburse himself or itself for the premium and expenses of such insurance under this mortgage.

And it is Further Agreed, That said mortgagor shall promptly pay all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, and reimburse himself or itself under this mortgage.

And it is Further Agreed, That said mortgagor shall not do or suffer any act to be done in, upon or about said premises, or any part thereof, whereby the value of said mortgaged property shall be impaired or weakened as a security for said debt:

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 said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said bond, note, or other obligation, and all insurance, premiums and taxes, then this deed of bargain and sale shall cease, determine and be utterly null and void. But in case of nonpayment of the said debt or sum of money, with interest thereon, or any part thereof, or any part of the interest so to become due, according to the true intent and meaning of the said bond, note or other obligation, or in case the said mortgagor shall neglect or fail to pay promptly when due the taxes upon the said property, or to insure the house and building on said land and keep the same insured as aforesaid, or to observe any of the covenants and agreements herein on his part, then, upon the violation of any or all of said covenants and agreements, the whole amount of said debt, at the option of the lawful holder thereof, shall become due and collectible at once, anything hereinbefore or in said obligation con-