

1221 No. 163

And the said mortgage... in hand and law... the sum, not less than **Two Thousand Eight Hundred (\$2,800.00)** Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire and the sum of **Two Thousand Eight Hundred (\$2,800.00)** Dollars from loss or damage by tornado, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagee shall at any time fail to do so, then the mortgagee may cause the same to be insured and reinsured itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure deduct 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 Mortgagee... their 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 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 mortgagee... agree... 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... 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... **Robert D. Fray and Mary C. Fray** 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.

WITNESS OUR hand^s and seal^s this 2nd day of February in the year of our Lord one thousand, nine hundred and seventy-two and in the one hundred and ninety-sixth year of the Independence of the United States of America.

Signed, sealed and delivered in the Presence of:
Carolyn Lehman
Fred D. Cox, Jr.

Robert D. Fray
Robert D. Fray (L.S.)
Mary C. Fray
Mary C. Fray (L.S.)
(L.S.)
(L.S.)

The State of South Carolina,
GREENVILLE COUNTY

PROBATE

PERSONALLY appeared before me Carolyn Lehman and made oath that he saw the within named Robert D. Fray and Mary C. Fray their sign, seal and as Fred D. Cox, Jr. act and deed deliver the within written deed, and that she with she witnessed the execution thereof

Sworn to before me, this 2nd day of February 1972
Fred D. Cox, Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-29-79

Carolyn Lehman

The State of South Carolina,
GREENVILLE COUNTY

RENUNCIATION OF DOWER

I, Fred D. Cox, Jr., do hereby certify unto all whom it may concern that Mrs. Mary C. Fray the wife of the within named Robert D. Fray did this day appear 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 named Calvin Company, its 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 2nd day of February A. D. 1972
Fred D. Cox, Jr. (L.S.)
Notary Public for South Carolina
My Commission Expires: 10-29-79

Mary C. Fray

Recorded February 2, 1972 at 3:36 P.M., #20948