

FILED
APR 30 1974
MIDDLESEX COUNTY, N.J.

1974 APR 27

Mortgage

THIS MORTGAGE, made the 26th day of April, 1974.

BETWEEN: Lenord R. Smith, residing at 6 Maryland Avenue
in the Township of Edison, County of Middlesex
and State of New Jersey, Mortgagor;
and ALLEGHENY MUTUAL CASUALTY COMPANY, a corporation of the state of Pennsylvania, having its principal office at 24 Commerce Street, in the City of Newark, County of Essex and State of New Jersey. Mortgagee;

WITNESSETH, that to secure bond No. 4048 to be issued in the sum of TEN THOUSAND Dollars
(\$ 10,000.00) lawful money of the United States, in behalf of Lenord R. Smith

duly executed in Edison, New Jersey on the 26th day of April, 19 74
the Mortgagor hereby mortgages to the Mortgagee, lands and premises situated in the Township of Austin County of Greenville and State of South Carolina

designated as: Tract No. 1 on plat of property of "Leonard Ray Smith", prepared by T. H. Walker, Jr., Reg. L. S., dated November 24, 1973, and recorded in the R.M.C. Office for Greenville County in Plat Book 5E at Page 82 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin at the joint front corner of Lot 23 and Tract No. 1 on Ridgewood Drive, and running thence along Ridgewood Drive, N. 59-07 E., 210 feet to a point, joint corner of Tract No. 1 and Tract No. 2; thence*
*Continued on rider attached
Mesne Conveyance deed to which is recorded in the Office of the Register of the County of Greenville and state of South Carolina in Book 993 of Deeds, page 401

The Mortgagor covenants and agrees with the Mortgagee that:

1. The Mortgagor warrants the title to the premises.
2. No owner of the mortgaged property shall be entitled to any credit by reason of the payment of any tax thereon.
3. The Mortgagor will fulfill the conditions of the bond as hereinbefore provided.
4. The buildings on the premises shall be kept insured against loss by fire for the benefit of the holder hereof.
5. The whole of said principal sum of the bond shall at the option of the holder of the Mortgage become due after default in any condition in the bond or after default in the payment of any tax, water rate or assessment for 30 days, or in default in keeping the buildings insured against loss by fire for the benefit of and to the satisfaction of the holder of the Mortgage.
6. The foregoing short form mortgage and covenants shall be construed pursuant to N.J.S.A. 46:9-1 to 7, inclusive, in effect on date hereof, and that the constructions therein set forth shall be incorporated herein with the same force and effect as though recited at length.
7. Mortgagor hereby expressly waives the provisions of N.J.S.A. 2A:50-2 to 5, inclusive, and any amendments thereof and supplements thereto.
8. This mortgage is given to secure ALLEGHENY MUTUAL CASUALTY COMPANY by reason of issuing the within described bond and when said bond is cancelled of record, these presents shall become null and void and inoperative.
9. Mortgagor will perform all the terms, covenants, provisions and conditions of said bond, which are incorporated herein with the same force and effect as though recited at length.
10. All the terms, covenants, provisions and conditions herein contained and in the note, if any, or obligation shall be deemed to be covenants running with the land and shall be for the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, successors and assigns, respectively, and that whenever the text hereof requires, the singular number as used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
Elizabeth Laestel
Terence H. Fay

Lenord R. Smith (L.S.)
Lenord R. Smith (L.S.)

STATE OF New Jersey : COUNTY OF Middlesex: ss

INDIVIDUAL
JURAT

BE IT REMEMBERED that on this 26 day of April, 1974, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Lenord R. Smith who, I am satisfied, is the Mortgagor mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon acknowledged that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

I have received a true copy of this mortgage

Terence H. Fay
Notary Public of

Lenord R. Smith (L.S.)

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