TOGETHER, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.
TO HAVE AND TO HOLD all all singular the said poemises unto the said nortgaged its successors and assigns forever. And the said to by Suntly Successors and assigns forever. AND to boreby hint set and heirs, executors and doministrators, to procupe or execute any further necessary assur-
ances of the title to the said premises, and also to warrant and foreyer defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against Itself, and its Successors and administrators, and all other persons lawfully claiming or to claim the same or any part thereof.
The right is hereby given by the mortgagor and reserved by the mortgagee, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the mortgagee, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.
AND IT IS AGREED, by and between the parties hereto that the said mortgagor shall keep the buildings erected, or to be erected, upon said premises insured at the option and to the satisfaction of the mortgagee and will deliver the policies and renewals thereof to said mortgagee. The mortgagor hereby assigns and transfers to said mortgagee all right and interest in all policies of insurance carried or to be carried upon said property.
AND IT IS FURTHER AGREED, That the said mortgagor will pay all taxes, assessments and charges of every character which are now or which may hereafter become liens on said premises when due; also all taxes assessed against the mortgagee or its assigns, in the State of South Carolina, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the loan secured hereby, does not exceed the maximum permitted by law to be paid, but if it does the mortgagee may at its option pay the excess or declare the entire debt secured hereby due and payable. And the said mortgagor does further agree to pay, when the same become due, all assessments for public improvements which may be levied against said premises.
AND IT IS FURTHER AGREED, That the said mortgagor will keep said premises and all buildings and other improvements thereon in as good condition and repair as of this date, and will commit or permit no waste.
AND IT IS FURTHER AGREED, That in case the taxes, assessments, charges, liens, insurance premiums, attorney's fees and expenses are not paid as herein provided, the mortgagee may pay the same and collect the amount from the mortgager, immediately, or on demand, at the option of the mortgagee, together with interest at eight per cent. per annum from the date of payment, and this mortgage shall stand as security therefor.
AND IT IS FURTHER AGREED, That upon default being made in the payments of any of said notes or the interest on same, or of the insurance premiums, or of the taxes, charges, attorney's fees, expenses or assessments, herein mentioned, when the same shall severally become payable, or upon failure to comply with any agreement herein, then the entire amount of the debt secured or intended to be secured hereby, shall become due, at the option of said mortgagee, although the period limited for the payment thereof may not then have expired.
AND IT IS FURTHER AGREED, That if at any time any part or whole of said sum or sums secured hereby, or interest thereon, be past due and unpaid, the mortgagor hereby assign the rents and profits of the above described premises to said mortgagee, its successors and assigns, and agree that any Judge of the Circuit Court of said State, may, at Chambers or otherwise, appoint a Receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds, after paying costs of collection, upon said sum or interest secured hereby, without liability to account for anything other than the rents and profits actually collected.
AND IT IS FURTHER AGREED, That if the mortgagee herein is now or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the premises herein described, or any part thereof, that failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the mortgagee herein, the indebtedness under all of such mortgages.
AND IT IS FURTHER AGREED, That should any legal proceedings be instituted for the foreclosure of this mortgage, or should the mortgagee become a party to any suit involving this mortgage or the title to the premises described herein, or should the debt secured or any part thereof be placed in the hands of an attorney-at-law for collection by suit or otherwise, that costs and expenses incurred by the mortgagee, including a reasonable counsel fee (of not less than ten (10) per cent. of the amount involved), shall thereupon become due and payable immediately, or on demand, at the option of the mortgagee, as a part of the debt secured hereby, and may be recovered and collected hereunder.
AND IT IS FURTHER AGREED. That it is the intent of this instrument that the hereinbefore mentioned covenants are to be binding on the said mortgagor, and its here, executors and administrators, and shall run in favor of the said mortgagee, its successors or assigns.
PROVIDED ALWAYS, That it is the true intent and meaning of the parties to these presents, that if the said mortgagor,
signed, sealed and delivered IN THE PRESENCE OF: J. D. Skratt.
R.M. Caine b. G. Gunter . President . 2. 3
THE STATE OF SOUTH CAROLINA, County of Greenville.
Personally appeared before me,
the within named lo. 9- Sunter as are delight and Ireasurer sign & affire the corporate eal of the within named C, I Sunter I Duc, and as the act and deed deliver the within written deed for the uses and purposes therein mentioned, and that he with J.B. Spratt , in the presence of each other, witnessed the due execution thereof.
B.M. Coaine
Sworn to and subscribed before me this. 12th-day of October 1933 Witness my hand and seal, Olice Fassewatth Notary Public for South Carolina.
THE STATE OF SOUTH CAROLINA, County of Greenville.
I,, a Notary Public, in and for the,
do hereby certify unto all whom it may concern, that Mrs,
the wi
released.
Given under my hand and seal this
Notary Public for South Carolina. Recorded. October 13 1/2 1933 at 1/10 o'clock M.
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