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 and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns. And
I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all
and singular the said Premises unto the said SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and Assigns, from and against myse if and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.
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 for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of collection of any such taxes so as to affect in any manner whatsoever this mortgage or the interest of the mortgage, the whole of the principal sum secured by this mortgage, together with interest due thereon
shall at the option of the mortgagee, without notice to the mortgagor
And the said mortgagor agree 5 to insure and keep insured the houses and buildings on said lot against loss or damage by fire for a sum not less than
Fifteen thousand and no/100 (\$15,000.00) Dollars, and against loss or damage by tornado for a sum not less than
Dollars, in a company or companies satisfactory to the said mortgagee, and to deliver to the said mortgagee the policy or policies, premiums paid and assigned, and endorsed with loss payable to the said mortgagee in such form as it may require, all renewal policies to be delivered to the said mortgagee at its principal office in the City of Greenville, S. C., at least three days before the expiration of the old policies; and that in the event the mortgagor———————————————————————————————————
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 case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire or tornado risk, as herein provided, or in case of failure to pay within the time required by law any taxes or assessments to become due on said property; in any of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.
And in case proceedings for foreclosure shall be instituted, the mortgagor—— agree——— to and does hereby assign the rents and profits arising or to arise fron 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, interest, 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
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———————————————————————————————————
witness my hand and seal this 9th day of December in the year of our
I and one thousand nine hundred and thirty five and in the one hundred and Sixtleth
year of the Independence of the United States of America.
Signed, sealed and delivered in the presence of:
John McSween (L. S.) J. E. McDonald. (L. S.)
(L. S.)
(L. S.)
THE STATE OF SOUTH CAROLINA, PROBATE Chester RESENTILE County.
DUDGONALLY amount before me and made eath that
he saw the within named John bcSween
he saw the within named sign, seal and as Augus H. Macaulay witnessed the execution thereof.
Augus H. Macaulay witnessed the execution thereof.
Sworn to before me, this
December 19 35 /
Augus H. Macaulay Notary Public, S. C. J. E. McDonald,
THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER
Augus H. Macaulay, a Notary Public for S. C. , do hereby
certify unto all whom it may concern that Mrs. Lina Crews McSween John McSween
the wife of the within named 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 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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and signular the Premises within mentioned and released.
Given under my hand and seal, this 9th December A. D. 19 35 Augus H. Macaulay (L. S.) Lina Crews McSween
Notary Public for S. C.
Recorded December 9th 19 35, at 12:55 o'clock P. M.