

MORTGAGE OF REAL ESTATE—GEM 7

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14586—9-13-40

MORTGAGE (SOUTH CAROLINA)

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

TO ALL WHOM THESE PRESENTS MAY CONCERN

GREENVILLE BARGAIN HOUSE, INC., a corporation organized under the laws of the State of
South Carolina

hereinafter spoken of as the Mortgagor— send greeting.

WHEREAS GREENVILLE BARGAIN HOUSE, INC., IS

justly indebted to the METROPOLITAN LIFE INSURANCE COMPANY,
New York referred
State of NEW YORK hereinafter referred of as the Mortgagee, in the sum of SIXTEEN THOUSAND AND NO/100

(\$16,000.00) Dollars
lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, secured to be paid by
its

certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said Metropolitan Life Insurance Company, 1
Madison Avenue, New York, N. Y.

SIXTEEN THOUSAND AND NO/100 of the sum of
(\$16,000.00)

with interest thereon from the date hereof at the rate of 4 1/2 per centum per annum, said interest and principal to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

SATISFIED AND CANCELLED OF RECORD
24 DAY OF February 1952
Office of the Register of Deeds
for GREENVILLE COUNTY, S. C.
2:36 PM
R. G. M. [Signature]

as follows: FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$480.00) on October 1, 1942 and FOUR HUNDRED
EIGHTY AND NO/100 Dollars (\$480.00) on the first day of each April and October thereafter up to and
including April 1, 1952; with the privilege of making additional payments on account of principal
on any interest date, but if the loan is to be paid in full, sixty (60) days' prior written notice
is required;

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

and also interest upon said principal sum to be computed from March 1, 1942, at and after the rate of 4 1/2 per centum per annum payable semi-annually on the first days of every April and October from and after the date hereof until the aforesaid principal sum shall be fully paid, said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

in Greenville Township, Greenville County, State of South Carolina, on the West side of South Main Street, in the City of Greenville, and having, according to a plat thereof prepared by Dalton & Neves Engineers, August, 1928, the following metes and bounds, to-wit:

BEGINNING at a point on the West side of South Main Street, 65 feet, 7 inches South of the Southwest intersection of South Main and West Broad Streets, which said point is in the center of a 17 inch party wall, and running thence along the West side of South Main Street, S. 22-30 W. 52 feet to a point in the Northern edge of a 17 inch wall; thence along the Northern edge of said 17 inch wall, N. 67-30 W. 100 feet to a point in the Eastern edge of an alley; thence along the Eastern side of said alley, N. 22-30 E. 52 feet to a point in the center of a 17 inch party wall; thence with the center of said 17 inch party wall S. 67-30 E. 100 feet to the point of beginning.

TOGETHER WITH all rights of the Mortgagor in the 17 inch party wall situate on the Northern line of the property hereinabove described, as well as the right to tie onto a 17 inch brick wall situate on the Northern line of the property adjoining the Southern line of the property hereinabove described.
BEING THE SAME PREMISES CONVEYED TO THE SAID GREENVILLE BARGAIN HOUSE, INC. by the said METROPOLITAN LIFE INSURANCE COMPANY by deed of even date herewith and to be recorded simultaneously herewith, this mortgage being given to secure a party of the purchase price in said deed mentioned.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

air conditioning apparatus

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating as a tenement building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other 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 a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor its successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

AND it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any installment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner of the above

described premises to comply with the requirements of any Department of the City of Greenville, South Carolina, within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice by the Mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.

AND it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.