KEYS FTG. CO., GREENVILLE, S. C.

TOGETHER WITH all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said CITIZENS Building and Loan Association, its successors and assigns, forever.

And we do hereby bind ourselves and our Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, from and against us and our - - Heirs, Executors, Administrators and assigns, and every person whomsoever lawfully claiming the same, or any part thereof.

do hereby agree to insure the house and buildings on said lot in a sum not less than Eighteen Hundred - - - - - - Dollars fire insurance, and not less than Eighteen Hundred - - - - - Dollars windstorm insurance, in a Company or Companies acceptable to the Mortgagee, and to keep the same insured from loss or damage by fire and/or windstorm, and do hereby assign the policy or policies of insurance to the said Mortgagee, its successors and assigns, to the extent of its interest therein; and in the event we should at any time fail to insure said premises, or pay the premiums therein, then the said Mortgagee, its successors or assigns, may cause the said houses and buildings to be insured in the owner's name(s), and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest thereon.

do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the office of the Citizens Building and Loan Association, Greer, S. C., immediately upon such payment, until all amounts due under this mortgage have been paid in full; and should we fail to pay said taxes and other governmental assessments, the Mortgagee may, at its option, pay same and charge same amounts to the mortgage debt, and collect the same under this mortgage, with interest thereon.

And the Mortgagor\_s (do)(does) hereby agree, upon demand of the Mortgagee, at any time, to pay on or before the 5th day of each succeeding month, together with and in addition to the monthly payments of principal and interest above stated, a sum equal to one-twelfth (1/12th) of the said annual taxes, assessments and insurance premiums, as estimated by the Mortgagee. The Mortgagor\_**S** further agree\_ to pay on demand any additional sums necessary to pay these items. It is further agreed that any such additional payments, when so demanded by the Mortgagee shall become a part of, and additional to, the monthly installments of principal and interest under the terms of this mortgage and the note secured thereby.

And it is further agreed that as a part of the consideration for the loan herein secured, that the Mortgagor\_ shall keep the premises herein described in good repair, and should we fail to do so, the Mortgagee, its successors and assigns, may enter upon said premises at any time, and make whatever repairs are necessary, and charge the expense of such repairs to the mortgage debt and collect the same under this mortgage, with interest thereon.

And as additional and further security to the debt herein secured, we the said Mortgagors (do)(does) hereby assign, set over and transfer unto the said CITIZENS BUILDING & LOAN ASSOCIATION, Greer, S. C., its successors and assigns, all the rents and profits accruing from the said premises, retaining, however, the right to the retention of the said property and/or rents and profits thereof and therefrom so long as the payments herein set out are not more than sixty (60) days in arrears; but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, or should the premises remain unoccupied, the Mortgagee may apply to any Circuit or County Judge of this State, at Chambers or otherwise, for the appointment of a Receiver to take charge of the mortgaged premises, designate a reasonable rental therefor, and collect and apply the same, after payment of the costs and expenses of such collection, to the said debt, interest, taxes, fire insurance and assessments, without accountability for anything more than the rents and profits actually received.

PROVIDED, ALWAYS, nevertheless, and on this express condition that if said Mortgagor S., our Heirs, or Legal Representatives, shall on or before the fifth day of each and every month from and after the date of these presents, pay or cause to be paid to the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors or assigns, the monthly installments and other items as herein set out, until said debt and all interest and amounts due thereon, shall have been paid in full, then this deed of bargain and sale shall be and become null and void; otherwise to remain in full force and virtue.

And it is further stipulated that the said Mortgagors to hold and enjoy the said premises until default of payments shall be made, but upon default in the payments or other convenants herein stipulated for a period of sixty. (60) days, then and in such event the said Association may, at its option, declare the whole amount hereunder at once due and payable, together with all costs and expenses including a reasonable attorney's fee, and the right to foreclose this mortgage and sale therein for satisfaction thereof.

IN WITNESS WHEREOF, we have hereunto set our hand sand seal the 8th May, in the year of our Lord One Thousand Nice II. day , in the year of our Lord, One Thousand Nine Hundred and Forty-Six dred and Seventieth year of American Independence. and in the One Hundred and year of American Independence.

Signed, Sealed and Delivered in the presence of:

Vivian West

Montez Henderson

Fred W. Garner

Helen B. Garner

(L.S.)

\_\_(L.S.)

## State of South Carolina

COUNTY OF GREENVILLE

Montez Henderson PERSONALLY appeared and made oath that \_she saw the within named Fred W. Garner and Helen B. Garner sign, seal and as their act and deed, deliver the within written Deed; and that deponent, together with witnessed the execution thereof. Vivian West

Sworn To before me this the 8th day

May

1946

<u>Vivian West</u> .(L.S.) Notary Public for South Carolina

<u> Montez Henderson</u>

## State of South Carolina

COUNTY OF GREENVILLE

Vivian West, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Helen B. Garner the wife of the within named Fred W. Garner 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 of any person or persons whomsoever, renounce, release and forever relinquish unto the within named CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the

GIVEN under my hand and seal this 8th day

premises within mentioned and released.