

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 Citizens Building and Loan Association of Greer, Greenville County, South Carolina, its successors and assigns forever. AND *I* the said *Dave Russell*

do hereby bind *myself and my* Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Citizens Building and Loan Association of Greenville County, South Carolina, its successors and assigns, from and against *me and my* Heirs, Executors, Administrators and Assigns, and all persons whomsoever lawfully claiming or to claim the same, or any part thereof

Provided always Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if *I* the said mortgagor shall well and truly pay, or cause to be paid, unto the said Citizens Building and Loan Association of Greer, Greenville County, South Carolina, its certain Attorney, successors or assigns, the said debt or sum of money aforesaid with interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and Condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise, it shall remain in full force and virtue. And it is agreed by and between the said parties, that the said mortgagor *his* Heirs, Executors or Administrators, shall and will insure the House and Buildings on said lot in the sum of not less than \$ *300.00*

and keep the same insured from loss or damage, by fire, and assign the Policy of Insurance of the said CITIZENS BUILDING AND LOAN ASSOCIATION of Greer, Greenville County, South Carolina, and that in case *he* shall at any time neglect or fail to do so, then the said CITIZENS BUILDING AND LOAN ASSOCIATION of Greer, Greenville County, South Carolina, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under this mortgage.

AND IT IS AGREED by and between the said parties, that in the case of default of payment under any of the conditions of the said Bond, for the space of three consecutive months, it shall be lawful for the said Citizens Building and Loan Association of Greenville County, South Carolina, to begin legal proceedings, or at its option after three weeks publication in one of the newspapers of the city of Greer, to sell the property hereby mortgaged at public auction, and to apply the proceeds of sale to the extinguishment of the debt under this mortgage, and the payment of all costs and expenses, including Attorney's fees, incurred by such sale, and the Bond intended to be secured thereby, returning the overplus, if any, to the said mortgagor, unless the same shall be claimed by a judgment or other mortgage creditor of the said mortgagor, and for the purpose of such sale, the said mortgagor hereby appoints and constitutes the President of the said Citizens Building and Loan Association of Greer, Greenville County, South Carolina, and his successors in office, or assigns of said Corporations, or its successors *my* attorney or attorneys for *me* and in

my name, to execute and deliver proper titles to the purchaser or purchasers for the premises sold. This power of attorney to remain in full force and to be irrevocable, either by *me or my* Heirs, Executors and Administrators, until the debt above mentioned shall have been discharged.

And it is further Agreed, by and between the said parties, that the mortgagor shall hold and enjoy the said premises, until default of payment shall be made.

Witness *my* Hand and seal, this *14th* day of *December* in the year of our Lord one thousand, nine hundred and *twenty-three* and is the one hundred and *forty-eighth* year of the Independence of the United States of America.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

B. A. Bennett
W. E. James

Dave Russell SEAL
SEAL

STATE OF SOUTH CAROLINA,

Greenville County.

PERSONALLY appeared before me *W. E. James*

and made oath that *he* saw the within named *Dave Russell* sign, seal, and as *his* Act and Deed, deliver the within written Deed; and that *he* with *B. A. Bennett* witnessed the execution thereof.

SWORN to before me, this *14th* day of *December* 19*23*.
B. A. Bennett SEAL
Notary Public for S. C. *W. E. James*

STATE OF SOUTH CAROLINA,

Greenville County.

RENUNCIATION OF DOWER.

I, *B. A. Bennett*, Notary Public for S. C.

do hereby certify unto all whom it may concern, that Mrs. *Lena Russell* the Wife of the within named *Dave Russell* this day did 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 of Greer, Greenville County, South Carolina, 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 premises within mentioned and released.

Given under my Hand and Seal, this *14th* day of *December* Anno Domini, 19*23*.
B. A. Bennett SEAL
Notary Public for S. C. *Lena Russell*

Recorder for *December 17th 1923*