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 PIEDMONT SAVINGS AND TRUST COMPANY, its successors and assigns
And do hereby bind the land singular the said Premises unto the said PIEDMONT SAVINGS AND TRUST COMPANY,
its successors and assigns, from and against heirs, executors or administrators, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.
AND IT IS AGREED by and between the said parties, that the said mortgagor 5 or heirs, executors, administrators or assigns, shall and will forthwith insure the house and baildings on the said lot in a company or companies which shall be acceptable
to said PIEDMONT SAVINGS AND TRUST COMPANY, and keep the same insured to the amount of
from damage or loss by fire during the continuance of this mortgage, and make loss under said policy of insurance payable to the said PIEDMONT SAVINGS AND
TRUST COMPANY, its successors or assigns; and that in case the said mortgagor, or the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, shall let any time fair or neglect or require to do so, then the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, may cause the same at the rate of the premium and expenses of insurance, with interest thereon at the rate
of eight per cent. per annum.
AND IT IS FURTHER ACREED by and between the said parties, that the said mortgagor. 5, or
upon said premises whenever the same shall become due and payable; and that in case the said mortgagor. Some shall become due and payable; and that in case the said mortgagor. Some said PleDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, themselves, on the said PleDMONT SAVINGS AND may pay and discharge the same, and reimburse itself, the said PleDMONT SAVINGS AND may pay and discharge the same are savings.
AND IT IS EXPRESSLY AGREED AND STIPULATED, That in case the said mottgagor S. or the interest provided for in said note, or any part thereof, after the same become due, and payable, as aforesaid, or shall fail or neglect or refuse to pay or cause to be paid, the interest provided for in said note, or any part thereof, after the same become due, and payable, as aforesaid, or to pay and discharge all taxes and assessments on the said premises and buildings on said lot, or to assign the policy of insurance as aforesaid, or to pay and discharge all taxes and assessments on the said premises and before the expiration of the time fixed by law for the payment thereof; then, in any or all of such cases, at the option of the said company, the whole indichtedness evidenced by the said note, or obligation (including any insurance premiums, and taxes, due and unpaid or paid by the said company) shall, forthwith become and be due and collectible, and the right shall thereupon exist to foreclose this mortgage therefor, and also for all costs and expenses of start collections including ten per cent. of the amount due as attorney's fees.
And if default shall be made in the payment of the said sum of money above mentioned, when the same is due, or any interest that may become due thereon, or any part of said interest and principal, when the same becomes due, then it shall be law if for the said PRDMONT SAVINGS AND TRUST COMPANY, by its proper thereon; or for its successors or assigns, to enter into and upon the premises hereby granted to be, take possession thereof, and collect the rents and pronts thereon; it being agreed that the said company, or its successors or assigns, shall only be better the focus to the mortgagor for the amount actually received by it or them for the particular and pronts, takes, insurance and all sums paid by it or them for the particular and pronts, takes, insurance and all sums expended by it or them in connective with the collection of such rents and profits; and for this purpose the mortgagor hereby consent upon application to the Court by the said Company, or its successors or assigns to the appointment of a Receiver, who shall, pending the foredosure of this mortgage, be charged with the collection of the rents and profits of said property and the maintenance thereof; it being agreed that the net amount received by the said Company, or its successors or assigns, after the payment of said costs, insurance, taxes and expenses, is to be applied to the payment of such debt or any balance thereon.
AND in case of such default, the mortgagor furthermore agree that the said Company, its successors or assigns, may as the attorney for the mortgagor, proceed to sell the said property, and for this purpose the mortgagor do appoint the Treasurer of said Company, or its successors or assigns
auction or private sale as in his discretion may seem wise; if at private sale to be with or without advertisement, as to him may seem best, and if at public sale, by auction after advertisement for twenty-one days in some newspaper published in the County wherein such property is situated; and in
nameto execute and deliver to the purchaser a deed of conveyance to said real estate and out of the proceeds of such sale pay the costs and expenses thereof, and any expenses connected with the possession of said property, inclusive of a fee of twenty-five dollars for the execution of said deed, and pay the remainder, if any, to said mortgagor or executors, administrators or assigns; and in the event of public sale the said Company, or its successors or assigns may become our
chaser, without extinguishing any balance of said debt, interest, cost or attorney's fees remaining unpaid after the disposition of the proceeds of sale. After the said sale any person remaining in possession of said real estate shall be a tenant of the purchaser, whose tenancy, unless otherwise agreed, shall be from month to month, at a monthly rental of
PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the said parties that if the said mortgagor. or heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid unto the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, and shall forthwith insure and keep insured, or cause so to be done, the house and buildings on said lot, and assign the policy of insurance as aforesaid, and pay and discharge, or cause to be paid and discharged, all taxes and assessments upon the said premises as aforesaid, 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 AND UNDERSTOOD by and between the said parties, that the said mortgagor S., or
Witness Dury hand and seal and
in the year of our Lord one thousand nine hundred and twenty three and in the one
hundred and further search year of the Sovereignty and Independence of the United States of America.
Signed, Sealed and Delivered in the Presence of: Oscar Hodges (L. S.)
magle Smith (L. s.)
STATE OF SOUTH CAROLINA,]
County of Greenville.
Before me personally appeared magele 5 mills and made oath that
She saw the within named J. J. Lloyd + Joseph L. Floyd
sign, seal, and asact and deed, deliver the within written Deed; and thatS_he, with
Waran Hodgon witnessed the execution thereof.
SWORN to before me, this
day of A. D. 19 23 O secon Hodges (L. S.) Notary Public for S. C.
STATE OF SOUTH CAROLINA, County of Greenville. RENUNCIATION OF DOWER.
I,
whom it may concern, that Mrsthe wife of the within named
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 PIEDMONT SAVINGS AND TRUST COMPANY, 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
day of
Notary Public for S. C.
Recorded 8 th June 19 9 3