

PROVENCE, JARHARD & MARTIN-GREENVILLE 23959

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

hereinafter spoken of as the Mortgagor, and greeting.

WHEREAS

justly indebted to the South Carolina State Bank, a Corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of

(\$500.00), lawful money of the United States of America, secured to be paid by my certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said South Carolina State Bank, in the City of Greenville, South Carolina, or at such other place either within or without the State of South Carolina as the owner of this obligation may from time to time designate, of the sum of

Dollars (\$500.00) payable as follows: Thirty-five dollars (\$35.00) to be paid on the 1st day of April, 1937, and the sum of thirty-five dollars (\$35.00) to be paid on the 1st day of each month in each year thereafter up to and including the 1st day of January, 1947, then the balance of the principal remaining unpaid on the 1st day of January, 1947.

It is understood and agreed however that in this mortgage and the note which same secures as transferred, et al, assumed and assumed to be assumed by the Mortgagee, a corporation organized under the laws of the State of New York, that the provisions of the said mortgage and note are automatic and shall continue up to and include the 1st day of October, 1953 and the balance of said principal shall be due and payable on the 1st day of November, 1953 and it is understood and agreed that the change in the schedule of payments does not in any way affect the validity of the security hereby pledged to secure said note.

and also interest upon said principal sum to be computed from the day of the date hereof, at and after the rate of 5 1/2 per centum per annum, payable on the first day of every month in each and every year 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. The obligee may call for said sum of principal and interest at any time and from time to time.

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

in Greenville County, South Carolina, about three miles northwest of the City of Greenville, being a part of the Sans Saveri lands, and having, according to a survey made by S. S. Rowe, February 6, 1937, the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Clarendon Avenue, to the corner of property belonging to Allen, said pin being 7.2 feet in a northeasterly direction from the corner of the intersection of Clarendon Avenue and Bismarck Road, and running thence with the southeast side of Clarendon Avenue, N. 40-15 E. 200 feet to an iron pin at corner of lot now or formerly owned by Manning, thence with said Manning line, S. 43-30 E. 300 feet to an iron pin, thence S. 40-15 E. 200 feet to an iron pin, thence N. 42-00 E. 300 feet to an iron pin on the southeast side of Clarendon Avenue.

This is the identical property conveyed to the Mortgagee herein by deed dated November 5, 1934 and recorded in the P. M. C. Office for Greenville County, S. C., in Deed Volume 106, at page 204.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor, in and to said premises 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 an unfurnished 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, his heirs, executors, administrators, 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 said 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 due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or defaults in the payment of said 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 forthwith after any such default 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.

Vertical text on the right margin: This mortgage is subject to the provisions of the Act of the General Assembly of the State of South Carolina, passed at the Session of 1934, Chapter 100, Section 100-1, which provides that any mortgage made after the date of the passage of said Act shall be subject to the provisions of said Act.

Handwritten notes: For Satisfaction See # 7326 Office for Greenville County, S. C. July 1944

RECORDED AND CANCELLED BY # 7326 OFFICE FOR GREENVILLE COUNTY, S. C. JULY 1944