

TOGETHER with the appurtenances and all the easements, rights, members and hereditaments to the said premises belonging or in anywise incident or appertaining.

AND it is mutually covenanted and agreed, by and between the said parties, that all gas and electric fixtures, radiators, heaters, engines, and machinery, pipes, faucets, and all plumbing, heating and lighting fixtures and apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting an unfurnished building similar to the one herein described and referred to, which are or shall be attached to the 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.

Warranty—TO HAVE AND TO HOLD, the said premises and every part thereof with the appurtenances, unto the said United States Mortgage and Trust Company, its successors, legal representatives, and assigns, forever. And the said Mortgagor doeth hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said United States Mortgage and Trust Company, its successors and assigns, from and against himself, his heirs, executors, administrators and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof; and do covenant and agree that he will execute or procure any further necessary assurance of the title to said premises.

PROVIDED, always, that if the said mortgagor, his heirs, executors and administrators, shall and doeth well and truly pay, or cause to be paid unto the said United States Mortgage and Trust Company, its successors or assigns, the said debt or sum of money aforesaid, with the interest thereon according to the tenor and effect of said principal note, and the interest notes herein referred to, and shall keep and perform all the covenants and agreements herein contained on the part of the said mortgagor to be kept and performed, then these presents and the estate hereby granted shall cease, determine and be void, but otherwise shall remain in full force and effect.

Covenants—And the said mortgagor, for his heirs, executors and administrators, hereby covenant and agree with said United States Mortgage and Trust Company, its successors or assigns as follows:

To Pay Notes—FIRST. That he will pay the principal note and the interest notes hereinbefore referred to and described, promptly as they become due according to the tenor thereof.

Taxes—SECOND. That so long as said notes shall remain unpaid in whole or in part he will pay all taxes, assessments and other charges that may be levied or assessed upon, or against the said premises, or on this mortgage, or on the debt secured thereby, when due and payable according to law and before they become delinquent.

Repairs—THIRD. That he will keep all the improvements erected on said premises in good order and repair, and will not do or permit waste of the premises hereby mortgaged.

To Insure—FOURTH. That so long as said notes shall remain unpaid in whole or in part, he will keep the building now erected, or any which may hereafter be erected on said premises insured against loss or damage by fire to the extent of Twenty-five Hundred (\$25000) Dollars, in some company or companies acceptable to said mortgagee and for the benefit of said mortgagee, and will deliver the policies and renewals thereof to said mortgagee.

And it is further expressly understood and agreed between the parties as follows:

Default for Non-Payment Notes and Failure to Keep Covenants—FIRST. Should the said mortgagor, his heirs, legal representatives or assigns, fail to pay any part of said principal sum or the interest thereon, as the same becomes due according to the tenor and effect of said principal and interest notes, or fail to perform any of the covenants and agreements herein contained on the part of the mortgagor, to be kept and performed, then, and in any of such events, the entire debt remaining secured by this mortgage shall at once become due and payable if the holder thereof so elects, and all notice of such election is hereby waived.

For Non-Payment of Taxes, Insurance Premiums—SECOND. Should the said mortgagor, his heirs, legal representatives or assigns, fail to make payment of any taxes, assessments, fire insurance premiums and other charges payable by him, the said mortgagee, may at its option make payment thereof, and the amounts so paid with interest thereon at eight per centum per annum, shall be added to and become part of the debt secured by this mortgage without waiver of any right arising from breach of any of the covenants, and for such payment with interest as aforesaid the premises hereinbefore described as well as the mortgagor, his heirs, legal representatives and assigns, shall be bound to the same extent that they are bound for the payment of the notes herein described.

Assignment of Rents—THIRD. If default shall be made in the payment of the principal note or the interest notes hereinabove mentioned, or of any part of either, at the respective times therein specified for the payment thereof, or if default be made by the mortgagor in the performance of any of the covenants or agreements contained in this mortgage, the said mortgagee, its successors or assigns, 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 the said mortgagor doeth, as additional security, hereby assign, set over and transfer unto the said mortgagee, its successors and assigns, all the rents, issues and profits of the said mortgaged premises accruing or falling due from and after the service of the summons in any action of foreclosure to which said mortgagee, its successors or assigns, may be parties.

New Laws. FOURTH. In the event of the passage after the date of this mortgage of any law of the State of South Carolina, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxation, so as to effect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall at the option of the mortgagee, without notice to any party, become immediately due and payable.

For Non-Compliance with City Ordinances—FIFTH. The whole of said principal sum and the interest accrued shall become due at the option of the mortgagee, upon failure of any owner of the above described premises to comply with any requirement of the City of Greenville S.C. relative thereto, within thirty days after notice of such requirement shall have been given to the then owner of said premises by or on behalf of the mortgagee.

Attorneys' Fees—SIXTH. The said mortgagor, his heirs, executors or administrators, in the event of a foreclosure of this mortgage by judicial proceedings, or collection by an attorney, shall pay a reasonable sum for attorneys' fees which shall be secured by this mortgage, and shall be included in any judgment of foreclosure recovered.

Provision for Notifying Mortgagor—SEVENTH. The mailing of a written notice and demand by depositing in any Post Office station or letter box, enclosed in a postpaid envelope addressed to the owner of record of said mortgaged premises, and directed to said owner at the last address actually furnished to the holder of this mortgage, or in default thereof, directed to said owner of said mortgaged premises, shall be sufficient notice and demand in any case arising under this instrument, and required by the provisions thereof or requirements of law.

IN WITNESS WHEREOF, the said W. L. Duce hereunto set his hand and seal, this 26th day of January in the year of our Lord one thousand nine hundred and twenty-six and in the one hundred and eightieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: D. B. Leatherwood, Roy J. Hunt, W. L. Duce (Seal)

STATE OF SOUTH CAROLINA, County of Greenville. Before me, D. B. Leatherwood, personally appeared, Roy J. Hunt and made oath that he saw the within named W. L. Duce sign, seal, and, as his act and deed, deliver the within written deed, for the uses and purposes therein mentioned, and that he, with D. B. Leatherwood, witnessed the execution thereof, and subscribed their names as witnesses thereto. Sworn to and subscribed before me, this 26 day of January 1926. D. B. Leatherwood (L. S.) Notary Public of South Carolina. Roy J. Hunt



STATE OF SOUTH CAROLINA, County of Greenville. I, Oscar Hodges, a Notary Public for S.C. do hereby certify unto all whom it may concern, that Mrs. Agnes McConnell Duce the wife of the within named W. L. Duce 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 United States Mortgage 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 26th day of January 1926. Oscar Hodges (L. S.) Notary Public for S. C. Agnes McConnell Duce



Recorded 26th day of January 1926, at 12:41 o'clock P. M.