51

G.R.E.M.—2-a

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 C. H. Tally Lumber Co. its successors and Assigns forever. And I do hereby bind muself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said C. H. Tally Lumber Company, its successors and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than x Dollars, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in x name and reimburse x for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, x hereby assign the rents and profits of the above described premises to said mortgagee, or x Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected,

PROVIDED ALWAYS, nevertheless, and that it is the true intent and meaning of the parties to these Presents, that if I, x, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor to hold and enjoy the said Premises until default of payment shall be made.

Witness my hand and seal, this Ninteenth day of July in the year of our Lord one thousand, nine hundred and thirty-seven and in the one hundred and sixty-first year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

J. C. Garrett — Hobert O. Southerlin (L. S.)

T. H. Rhea — (L. S.)

— (L. S.)

— (L. S.)

THE STATE OF SOUTH CAROLINA,
Greenville County.

MORTGAGE OF REAL ESTATE.

Personally appeared before me T. H. Rhea and made oath that he saw the within named Hobert O. Southerlin sign, seal and as his act and deed deliver the within written deed, and that he with J. C. Garrett witnessed the execution thereof.

SWORN TO before me this 19th day of July A. D. 19 37

J. C. Garrett (L. S.)
Notary Public for South Carolina.

T. H. Rhea

THE STATE OF SOUTH CAROLINA,
Greenville County.

RENUNCIATION OF DOWER.

I, J. C. Garrett Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Belle Marsh Southerlin the wife of the within named Hobert O. Southerlin 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 C. H. Tally Lumber Co. their Heirs 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 19th day of July A. D. 19 37

J. C. Garrett (Seal)
Notary Public, S. C.

Belle Marsh Southerlin

Recorded July 22nd 1937, at 8:35 o'clock A. M.