

MORTGAGE OF REAL ESTATE

WALKER, EVANS & ROSSWELL CO., CHARLESTON, S. C. 14488-12-40

4. To pay the said debt or sum or sums of money as provided in said note or obligation and in this mortgage, with interest thereon, according to the true intent and meaning of the said note or obligation and this mortgage, together with all costs and expenses which the said mortgagee shall incur, including attorney's fees chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.

And upon default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or upon default in the payment of any and all sums of money provided to be paid by the said mortgagors, their Heirs, Successors, Executors, Administrators or Assigns under the agreements and covenants of this mortgage, or any of them, the said mortgagee, or its successors or assigns, shall have the right to pay the same, or any part thereof, or to have or cause the said property to be insured in its name, and pay for the same, and any and all sums so paid by the said mortgagee shall stand secured by this mortgage and bear interest from the date of payment until repaid at the rate of eight per cent. per annum; and the said mortgagee shall have the option to treat the entire indebtedness secured hereby as due and to foreclose this mortgage.

And if at any time the said obligations or any part thereof shall be past due and unpaid, the said mortgagors and their Heirs, Successors, Executors, Administrators or Assigns agree that any Judge of the Circuit Court of said State, at chambers or otherwise, and upon ex parte proceedings or otherwise may appoint a receiver, with authority to take possession of the said premises and collect the rents and profits thereof, applying the net proceeds so collected (after paying costs of collection) upon said debts, interest, insurance, or other legal assessments, costs or expenses; without liability to account for anything more than the rents and the profits actually collected, less said costs.

PROVIDED ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to the Presents, that if the said mortgagors shall well and truly pay, or cause to be paid, unto the said mortgagee, its certain attorney, successors or assigns, the said debt or sums of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said obligation and condition thereof, 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 further agreed by and between the said parties that the mortgagors shall hold and enjoy the said premises until default of payment shall be made.

Witness our Hand and Seal this 20th day of October in the year of our Lord One thousand, nine hundred and Forty-one and in the one hundred and sixty-sixth year of the Independence of the United States of America.

Signed, Sealed and Delivered in

the Presence of:

Walter A. Chandler, Jr.

Jeff Ware (SEAL)

W. A. Chandler

Annie Ware (SEAL)

STATE OF SOUTH CAROLINA,  
GREENVILLE COUNTY.

PERSONALLY appeared before me Walter A. Chandler, Jr. and made oath that he saw the within named Jeff Ware and Annie Ware sign, seal and as their act and Deed, deliver the within Deed; and that he, with W. A. Chandler witnessed the execution thereof.

Sworn to before me, this  
20th day of October, 1941.

W. A. Chandler, (Seal)

Walter A. Chandler, Jr.

Notary Public for S. C.

STATE OF SOUTH CAROLINA ) RENUNCIATION OF DOWER PURCHASE MONEY MORTGAGE.  
SPARTANBURG COUNTY. )

I, W. A. Chandler, Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Annie Ware the Wife of the within named Jeff Ware 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, remounce, release, and forever relinquish unto the within named mortgagee, his heirs, 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 20 day of Oct., Anno Domini 1941.

W. A. Chandler (SEAL)

Annie Ware

Notary Public for x