

Callahan  
River

ALSO, all that piece, parcel or lot of land in Saluda Township, Greenville County, State of South Carolina, being a portion of the property of R. G. Ballenger as shown on plat made by Justice & Miller, Engineers, of Hendersonville, N. C., being located on the east side of U. S. Highway No. 25 leading from Greenville, S. C., to Hendersonville, N. C., and being more particularly described as follows:

BEGINNING at a stake in the center of the Callahan Mountain Road, which is the same road leading to the Greenville Boy Scout Camp, and running thence in a northerly direction with the east side of said U. S. Highway No. 25, 1100 feet to a stake; thence in a straight line at right angles with said Highway and in an easterly direction 225 feet, more or less, to a stake in the center of the north fork of the Saluda River; thence down the meanders of said river to a stake in the center of said Callahan Mountain Road, which stake is under the bridge of said road; thence in a straight line in a westerly direction 137 feet more or less to the beginning, containing six acres, more or less. Being the same two tracts of land conveyed to me by deed of T. C. Gower dated November 13, 1939, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 215, Page 282.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

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 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 all and singular the said Premises unto the said Mortgagee its ~~xxx~~ successors and Assigns. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee its successors and Assigns, from and against myself 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 and keep insured the houses and buildings on said lot in a sum not less than Twelve Thousand and no/100 Dollars in a company or companies satisfactory to the mortgagee from loss or damage by fire, with extended coverage endorsement thereof. and the sum of

\_\_\_\_\_ Dollars from loss or damage by tornado, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor... shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor... her successors, heirs or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire and tornado risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that 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 purpose of taxing 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 taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor... agree... to and does hereby assign, convey, warrant and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree... jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receiving) upon the interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.