

- 1846 m. 42

44. That it is proposed to obtain a copy of the documents in the possession of the Minister of State against the targeted party in this case.

50. That it be the express intention of the lessor and grantees of the leasehold interest in the property to make available to the lessee and agrees that, should legal proceedings be instituted against the lessor or his agent in respect of any of the unexpired promises with full authority to take proceedings in the name of the lessor and his agent, including a reasonable period to be fixed by the Court in the event of such proceedings, to pay all costs, expenses and charges attending such proceeding and the enforcement of the debt, and to pay all debts, issues and profits towards the payment of the debt secured thereby.

6. That if there is a default in any of the terms, covenants or conditions of the mortgage or of the note secured hereby, then, at the option of the Mortgagor, all sums then owing by the Mortgagor shall become due and payable, and this provision may be enforced at law or in equity, and the Mortgagor becomes a party thereto, and the Mortgagor becomes a party thereto, and the Mortgagor, in the event of the payment of any sum or part thereof, may be placed in the hands of any attorney at law for collection, and the expenses of such collection may be paid by the Mortgagor, as a part of the debt secured hereby, and may be recovered and collected hereunder.

3. That the Mortgagor shall hold and/or by the power of attorney give to the Trustee, with the mortgage or in the note, such title as it is the true intention of the parties hereto to give, and that the covenants and agreements of the mortgagee and the indorsed holder, that the mortgagee or the indorsed holder, shall remain in full force and effect.

(8) That the contracts herein contained shall bind, and the law of the state or country in which the property or rights, easements, admissions, covenants and agreements of the parties hereto. Whenever it shall be necessary to distinguish between the plural and the singular, and the use of any gender shall be applicable to all genders.

(9) If the mortgagor should convey the property or any interest therein, to any other party, without first obtaining written consent from the mortgagee, the mortgagee may require the mortgagor to make such conveyance void.

(10) Mortgagor shall be entitled to receive any sums which have been or may be awarded to mortgagor for the compensation of the premises or any

(10) Mortgage shall be entitled to receive any sums which may be awarded by the Government or any authority of any part thereof for public use and sums which may be awarded compensation for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to mortgagor and mortgagor agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable the mortgagor, at the option of the lender and receipt for same. Unless otherwise agreed, any sum received by mortgagor under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the inverse order of the maturity.

(11) If mortgagor fails to pay any installments of principal or interest or any other amount due on any prior mortgage when the same becomes due, mortgagee may pay the same, and mortgagor on demand will repay the amount so paid with interest thereon at the rate set forth in the note, and the same shall be added to the mortgage indebtedness and be secured by this mortgage.

WITNESS the foregoing hand and seal this 7th

August 19 75

SIGNED, sealed and delivered in the presence of:

William R. Russell (SEAL)
William R. Russell (SEAL)
Audrey T. Russell (SEAL)

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

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Personally appeared the above-named witness before me this day, and he has signed and affixed his mark to the witness certified copy of the instrument and deed before the Notary Public hereinabove named, and I have also affixed my signature to the witness certified copy of the instrument and deed before the Notary Public hereinabove mentioned.

SWORN to before me this 1st day of August 1875.

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE**

PUNCTUATION OF QUOTED

I, the undersigned Justice of the Peace, do hereby certify that all who have signed, that the undersigned wife, widow of the above named husband, doth, by her appearance before me, and in my presence and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, bind herself to the person whosoever, remaining, release and forever discharge him, the undersigned, from all claims he may have against her, all his interest and estate, and all his right and claim of dower of descent to all and singular the property which her late husband died.

SUMMARY

7th day of August 1875.

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Senate Bill No. 209, South Carolina

Audrey T. Russell

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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C N MORTGAGES, INC.

Mortgage of Real Estate

I believe entirely that the wife of Mr. George W. Smith was
born **12th** day of **August** **1875** at **10:08 A.M.**

Register of Wines (continued)
Greenville