

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 PIEDMONT SAVINGS AND TRUST COMPANY, its successors and assigns forever.

And we do hereby bind ourselves and our heirs, executors or administrators, to warrant and forever defend all and singular the said Premises unto the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors and assigns, from and against us and ours heirs, executors or administrators, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED by and between the said parties, that the said mortgagor S or their heirs, executors, administrators or assigns, shall and will forthwith insure the house and buildings on the said lot in a company or companies which shall be acceptable to said PIEDMONT SAVINGS AND TRUST COMPANY, and keep the same insured to the amount of 5

Dollars, from damage or loss by fire during the continuance of this mortgage, and make loss under said policy of insurance payable to the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns; and that in case the said mortgagor S, or their heirs, executors, administrators or assigns, shall at any time fail or neglect or refuse to do so, then the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, may cause the same to be insured and reimburse itself hereunder for the premium and expenses of insurance, with interest thereon at the rate of eight per cent. per annum.

AND IT IS FURTHER AGREED by and between the said parties, that the said mortgagor S, or their heirs, executors, administrators or assigns, shall and will at all times hereafter during the continuance of this mortgage, pay and discharge all taxes and assessments upon said premises whenever the same shall become due and payable; and that in case the said mortgagor S, or their heirs, executors, administrators or assigns, shall at any time fail or neglect or refuse to pay and discharge the same, then the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, may pay and discharge the same, and reimburse itself, themselves, or herself hereunder therefor, with interest at eight per cent. per annum.

AND IT IS EXPRESSLY AGREED AND STIPULATED, That in case the said mortgagor S, or their heirs, executors, administrators or assigns, shall fail or neglect or refuse to pay or cause to be paid, the interest provided for in said note, or any part thereof, after the same become due, and payable, as aforesaid, or shall fail or neglect or refuse to insure or keep insured the house and buildings on said lot, or to assign the policy of insurance as aforesaid, or to pay and discharge all taxes and assessments on the said premises aforesaid, before the expiration of the time fixed by law for the payment thereof; then, in any or all of such cases, at the option of the said company, the whole indebtedness evidenced by the said note, or obligation (including any insurance premiums, and taxes, due and unpaid or paid by the said company), shall forthwith become and be due and collectible, and the right shall thereupon exist to foreclose this mortgage therefor, and also for all costs and expenses of such collections, including ten per cent. of the amount due as attorney's fees.

And if default shall be made in the payment of the said sum of money above mentioned, when the same is due, or any interest that may become due thereon, or any part of said interest and principal, when the same becomes due, then it shall be lawful for the said PIEDMONT SAVINGS AND TRUST COMPANY, by its proper officers, or for its successors or assigns, to enter into and upon the premises hereby granted or intended to be, take possession thereof, and collect the rents and profits thereon; it being agreed that the said company, or its successors or assigns, shall only be liable to account to the mortgagor for the amount actually received by it or them for said rents and profits after deduction of all sums paid by it or them for the maintenance and improvement of such property, expenses in collection of such rents, and profits, taxes, insurance and all sums expended by it or them in connection with the collection of such rents and profits; and for this purpose the mortgagor hereby consent upon application to the Court by the said Company, or its successors or assigns to the appointment of a Receiver, who shall, pending the foreclosure of this mortgage, be charged with the collection of the rents and profits of said property and the maintenance thereof; it being agreed that the net amount received by the said Company, or its successors or assigns, after the payment of said costs, insurance, taxes and expenses, is to be applied to the payment of such debt or any balance due thereon.

AND in case of such default, the mortgagor S furthermore agree that the said Company, its successors or assigns, may as the attorney for the mortgagor, proceed to sell the said property, and for this purpose the mortgagor S do appoint the Treasurer of said Company, or its successors or assigns their lawful attorney, and authorize and empower such attorney to grant, bargain and sell the above described real estate at public auction or private sale as in his discretion may seem wise; if at private sale to be with or without advertisement, as to him may seem best, and if at public sale, by auction after advertisement for twenty-one days in some newspaper published in the County wherein such property is situated; and in their name S and to execute and deliver to the purchaser a deed of conveyance to said real estate and out of the proceeds of such sale pay the costs and expenses thereof, and any expenses connected with the possession of said property, inclusive of a fee of twenty-five dollars for the execution of said deed, and pay the remainder, if any, to said mortgagor S, or executors, administrators or assigns; and in the event of public sale the said Company, or its successors or assigns, may become purchaser, without extinguishing any balance of said debt, interest, cost or attorney's fees remaining unpaid after the disposition of the proceeds of sale.

After the said sale any person remaining in possession of said real estate shall be a tenant of the purchaser, whose tenancy, unless otherwise agreed, shall be from month to month, at a monthly rental of 5 Dollars, payable monthly in advance.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the said parties that if the said mortgagor S, or their heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid unto the said PIEDMONT SAVINGS AND TRUST COMPANY, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon, if any shall be due, and shall forthwith insure and keep insured, or cause so to be done, the house and buildings on said lot, and assign the policy of insurance as aforesaid, and pay and discharge, or cause to be paid and discharged, all taxes and assessments upon the said premises as aforesaid, 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 AGREED AND UNDERSTOOD by and between the said parties, that the said mortgagor S, or their heirs or assigns, we to hold and enjoy the said premises until default of payment shall be made, other breach committed.

Witness our hand S and seal S, at Greenville, S.C. this 7th day of March in the year of our Lord one thousand nine hundred and 24 and in the one hundred and 48th year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of: E. M. Blythe } W. Lindsay Smith (L. S.)
J. M. Wells } Arthur J. Smith (L. S.)
_____ } _____ (L. S.)

STATE OF SOUTH CAROLINA, }
County of Greenville. }

Before me personally appeared J. M. Wells and made oath that he saw the within named W. Lindsay Smith and Arthur J. Smith sign, seal, and as their act and deed, deliver the within written Deed; and that E. M. Blythe he, with E. M. Blythe witnessed the execution thereof.

SWORN to before me, this 7th day of March A. D. 1924
E. M. Blythe (L. S.)
Notary Public for S. C.

J. M. Wells

STATE OF SOUTH CAROLINA, }
County of Greenville. }

RENUNCIATION OF DOWER.

I, J. M. Wells a Notary Public, do hereby certify unto all whom it may concern, that Mrs. Margaret R. Smith the wife of the within named W. Lindsay Smith 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 PIEDMONT SAVINGS 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 7th day of March A. D. 1924
J. M. Wells (L. S.)
Notary Public for S. C.

Margaret R. Smith

Recorded March 8th 1924 50 55