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 AMERICAN BUILDING AND LOAN ASSOCIATION, and its suc-
cessors and assigns forever. And do hereby bind myself and my
AMERICAN BUILDING AND LOAN ASSOCIATION, its successors and assigns, from and against well and singular, the said Premises unto the said
Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim
the same or any part thereof. Andagree to insure the house and buildings on said lot in a sum not less than
Juity Three Headres and buildings on said lot in a sum not less than
the said mortgagee; and in the event thatshall at any time fail to do so then the said mortgagee may cause the same to be insured in its name and reimburse itself for the premium and expense of such insurance with interest under this mortgage.
And ifshall make default in the payment of the said weekly interest as aforesaid, or shall fail or refuse to keep the buildings on said premises insured as aforesaid, or shall make default in any of the aforesaid stipulations for the space of thirty days or shall cease to
be a member of said Association, then, and in such event. hereby assign the rents and profits of the above described premises to the said AMERICAN BUILDING AND LOAN ASSOCIATION, its successors and 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 thereof (after paying costs of collection) upon said debt, interest, costs, expenses, attorney's fees and all claims then due the Association by the said mortgagor, without liability to account for anything more than the rent and profits actually collected.
PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor shall on or before Saturday night of each week from and after the date of these presents, pay or cause to be paid to the said AMERI-
CAN BUILDING AND LOAN ASSOCIATION, the weekly interest upon
Thirty-three Hundred Dollars,
Thirty-three Hundred Thirty-three Hundred Thirty-three Hundred Dollars, at the rate of eight per cent. per annum, until the series of shares of the capital stock of said Association shall reach the par value of one hundred dollars per share as ascertained under the By-Laws of said Association, and shall then repay to said Association the sum of Thirty-three Hundred Thirty-three Hundred Dollars,
Thirty-three Hundred Dollars,
and pay all taxes when due, and shall in all respects comply with the By-laws of said Association as they now exist or hereafter may be amended, 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 further stipulated and agreed, that any sums expended by said Association for insurance of the property or for payment of taxes thereon, or to remove any prior encumbrance, shall be added to and constitute a part of the debt hereby secured, and shall bear interest at same rate.
And it is agreed by and between the said parties that the said mortgagor
WITNESS My hand and seal the day of
September I in the year of our Lord one thousand nine hundred and twenty- One
and in the one hundred and forty- 46th. year of the Independence of the United States of America.
Signed, Sealed and Delivered in the Presence of: Wirginia Simplims (Seal.) R. J. Stone (Seal.)
Virginia Sinikino John D. Sneap (Seal.) R. G. Stone (Seal.)
(Seal.)
(Seal.)
THE STATE OF SOUTH CAROLINA,] MORTGAGE OF REAL ESTATE.
Greenville County
Personally appeared before me Viryinia Simkins
and made oath that She saw the within named John D. Smeak
sign, seal, and as has act and deed, deliver the within written Deed; and that he, with
R. G. Stone
witnessed the execution thereof.
Sworn to before me, this 30th
day of September A. D. 1921. R. J. Store Notary Public, S. C. Notary Public, S. C.
Notary Public, S. C.
THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER
Greenville County.
I, Win Min Mrs. Threasa N. Smeak unto all whom it may concern, that Mrs. Threasa N. Smeak
the wife of the within named Solvi D. Smeak
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 AMERICAN BUILDING AND LOAN ASSOCIATION, 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. day of Oct. A. D. 192/ Notary Public, S. C. Recorded Market & 8th. Recorded 192/ Rec
Notary Public, S. C.
V = V
Recorded Cetober 38th 1921