

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 successors and assigns forever. And *I* do hereby bind *myself, my*

Heirs, Executors and Administrators to warrant and forever defend, all and singular, the said Premises unto the said AMERICAN BUILDING AND LOAN ASSOCIATION, its successors and assigns, from and against *me and my*

Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And *I* agree to insure the house and buildings on said lot in a sum not less than

Fourteen hundred $\frac{75}{100}$ Dollars, in a company or companies satisfactory to the mortgagee and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said

mortgagee; and in the event that *I* shall 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 if *I* shall 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 *I* 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 *I* 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 AMERICAN BUILDING AND LOAN ASSOCIATION, the weekly interest upon

Fifteen hundred $\frac{20}{100}$ Dollars,

at the rate of eight per cent. per annum until the *9th* 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

Fifteen hundred $\frac{20}{100}$ 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 on 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 *is* to hold and enjoy said premises until default shall be made.

WITNESS *my* hand and seal, this *25th* day of

May in the year of our Lord one thousand nine hundred and twenty *three*

and in the one hundred and forty *seventh* year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

C. H. Talley (Seal.)
B. B. Smith (Seal.)
Lee Upchurch (Seal.)
(Seal.)

THE STATE OF SOUTH CAROLINA, } MORTGAGE OF REAL ESTATE.
Greenville County. }

Personally appeared before me *C. H. Talley*
and made oath that he saw the within named *Lee Upchurch*

sign, seal, and as *his* act and deed, deliver the within written Deed; and that *he*, with *B. B. Smith*

witnessed the execution thereof.

Sworn to before me, this *25*
day of *May* A. D. 192 *3*.
B. B. Smith L. S.
Notary Public, S. C.

C. H. Talley

THE STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER.
Greenville County. }

I, *B. B. Smith* do hereby certify
unto all whom it may concern, that Mrs. *Leva Upchurch*

the wife of the within named *Lee Upchurch* 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 *May* A. D. 192 *3*.
B. B. Smith L. S.
Notary Public, S. C.

Leva Upchurch

Recorded *June 6th* 192 *3*