

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 mortgagee, its successors and assigns, forever.

AND the said mortgagor do<sup>es</sup> hereby bind himself and his heirs, executors, administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against himself and his heirs, executors, administrators and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the mortgagor or the heirs, executors or administrators of the mortgagor shall pay unto the said mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, and any and all other sums which may become due and payable hereunder, and until the same be fully paid, shall keep said policy of life insurance in full force and effect, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and virtue.

AND the mortgagor for himself, his heirs, executors, administrators and assigns, covenants with the mortgagee as follows, to-wit:

FIRST: That the mortgagor will pay the indebtedness as hereinbefore provided, and, until the same be fully paid, will keep said policy of life insurance in full force and effect, and, if default be made in the payment of any part thereof, or in the performance of any of the covenants and conditions herein contained, the mortgagee shall have power to sell the premises herein described according to law.

SECOND: And the mortgagor agree<sup>s</sup> to insure for the benefit of the mortgagee, the houses and buildings upon the said premises (and to keep the same insured against loss or damage by fire (and by tornado, if required) for not less than Five thousand (\$5,000.00)

DOLLARS, in a company or companies satisfactory to the mortgagee, and to assign and deliver the said policy or policies of insurance, premiums paid, to the said mortgagee, said assignment to be in such form as it may require, all renewal policies to be delivered to the mortgagee at its principal office in the City of New York at least three (3) days before the expiration of the old policies, and that in the event the mortgagor shall at any time fail to effect such insurance or to deliver such policies, as aforesaid, then the said mortgagee may cause the same to be insured and reimburse itself for the premiums and expenses under this mortgage, with interest; and may proceed, at its option, to foreclose the same as though default in the payment had been made. In case of loss the amount received from such insurance shall be applied either on the indebtedness hereby secured or in rebuilding or restoring the damaged buildings as the mortgagee may elect.

THIRD: And it is hereby expressly agreed that the whole principal sum, or so much thereof as may remain unpaid, shall become due and payable at the option of the said mortgagee, after default in the payment of any of said installments for thirty (30) days, or after default in the payment of any tax or assessment or water rate for sixty (60) days, or in case of the actual or threatened demolition or removal of any building erected upon said premises, anything herein contained to the contrary notwithstanding.

FOURTH: And the said mortgagor his agents, and tenants shall keep the aforesaid premises in as good order and condition at they now are, and free of all liens and encumbrances for repairs or improvements or otherwise that might take precedence over this mortgage, and not commit any waste or any injury to such an extent as to impair the value of the same as a security for this loan, and upon failure to do so, this mortgage to become foreclosable at the option of the mortgagee.

FIFTH: And the mortgagee shall also be at liberty, immediately after default herein, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises without notice, and the mortgagee shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the mortgagee, or the solvency of any person or persons liable for the payments of such amounts.

SIXTH: And the mortgagor do<sup>es</sup> further covenant and agree, that in default of the payment of any taxes, charges and assessments which may be imposed by law upon the said mortgaged premises, or any part thereof, or of any other prior liens or encumbrances and to deliver to the mortgagee on demand receipts showing such payments, it shall and may be lawful for the said mortgagee, without notice to or demand from the mortgagor to pay the amount of any such tax, charge or assessment or liens, with any expenses attending the same, and any amount so paid, the mortgagor covenants and agrees to repay to the mortgagee, with interest thereon, without notice or demand, and the same shall be a lien on the said premises, and be secured by the said bond and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the mortgagee so elect, become due and payable forthwith, anything herein contained to the contrary notwithstanding.

SEVENTH: 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 taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of collection of any such taxes, so as to effect this mortgage, the holder of this mortgage, and of the debt which it secures, shall have the right to give thirty (30) days' written notice to the owner of said land requiring the payment of the mortgage debt, and it is hereby agreed that if such notice shall be given, the said debt shall become due, payable and collectible at the expiration of the said thirty (30) days.

EIGHTH: It is expressly understood and agreed that this mortgage shall become due and payable at the option of the mortgagee, if the mortgagor shall convey away said mortgaged premises, except with the written consent of the mortgagee, or if title thereto shall become vested in any other owner in any manner whatsoever.

NINTH: It is further agreed that the mortgagee may resort for the payment of the said principal moneys, premiums and interest to its several securities therefor in such manner as it may think fit.

TENTH: It is furthermore agreed that the mortgagor shall have the privilege after three years from the date hereof of prepaying the amount hereby secured on the first day of any month after one month's notice, in amounts in addition to the installment then due, equal to the amounts applicable on account of principal out of one or more successive installments falling due immediately following the date of such payment. All such prepayments in excess of the installment then due and payable shall be applied by the said mortgagee on account of the net balance of principal then remaining due, and the number of installments payable hereunder shall be reduced accordingly, but no payment on account of principal shall reduce the amount of the regular monthly installment or relieve the borrower from the obligation to pay the same on the first of each successive calendar month following such payment on account of principal until the entire indebtedness is fully paid.

ELEVENTH: It is expressly understood and agreed that in case of suit or collection by an attorney, the said mortgagor agree<sup>s</sup> to pay ten (10%) per cent of the amount of the principal, then due, as attorney's fees.

TWELFTH: It is furthermore agreed that if said policy of life insurance be still in force, said loan and this mortgage shall become immediately due and payable upon the death of the insured, and the mortgagee shall apply toward the payment thereof the amount due from it under the terms of said policy and pay over the balance, if any, to such person or persons as may be legally entitled thereto.

AND it is agreed by and between the said mortgagor and the mortgagee that the said mortgagor shall hold and enjoy the said premises until default of payment or a breach of a covenant herein shall be made.

WITNESS my hand and seal, this 12th day of October in the year of our Lord one thousand nine hundred and twenty-five and in the one hundred and forty-fifth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of J. D. Poterat } Walter C. Stewart (SEAL.)  
J. D. McCallough } (SEAL.)  
(SEAL.)

STATE OF SOUTH CAROLINA, } PROBATE.

County of Greenville, } ss.

Personally appeared before me J. D. Poterat and makes oath that Walter C. Stewart he was present and saw Walter C. Stewart

sign, seal, and as his act and deed, execute and deliver the within written deed; and that Walter C. Stewart he, with J. D. McCallough witnessed the execution thereof.

SWORN TO AND SUBSCRIBED before me, this 12th day of October A. D. 1925

John L. Plyler (SEAL.) J. D. Poterat  
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA, } RENUNCIATION OF DOWER.

County of Greenville, }

I, J. D. Poterat a Notary Public in and for South Carolina,

do hereby certify unto all whom it may concern, that Mrs. Gertrude Fowler Stewart wife of the within named Walter C. Stewart

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within written THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, 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 12th day of October A. D. 1925

J. D. Poterat (SEAL.) Gertrude Fowler Stewart  
Notary Public for South Carolina.

Recorded October 13th 12:15 A.M. 1925

