

and the mortgage dated July 18th, 1937, and recorded in the P. M. C. Office for Greenville County in Deed Book 175, at page 546.

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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns. 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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, from and against me and my

lawfully claiming or to claim the same or any part thereof. / and \$8,000.00 Tornado insurance

And the said mortgagor agree to insure and keep insured the houses and buildings on said lot in a sum/not less than Eight Thousand (\$8,000.00) Dollars, in a company or companies, satisfactory to the mortgagee, from loss or damage by fire, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in case of the failure to maintain and keep of full effect the policy of life insurance in accordance with the terms of said policy, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire risk, as herein provided, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings. And in case of institution of foreclosure proceedings as herein provided, the policy of life insurance shall be surrendered and cancelled, and the surrender value (if any) shall be applied to the indebtedness.

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 mortgage 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 in case proceedings for foreclosure shall be instituted, the mortgagor agree to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan, and agree that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interest, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor, do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that said mortgagor shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

WITNESS my hand and seal, this 23rd day of December

in the year of our Lord one thousand nine hundred and thirty seven and in the one hundred and forty sixth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

Harriet R. Knight } Frank B. Smith (L. S.)
Marion Brawley, Jr. } Florence D. Smith (L. S.)
(L. S.)
(L. S.)

THE STATE OF SOUTH CAROLINA, } PROBATE.
Greenville County.

PERSONALLY appeared before me Harriet R. Knight and made oath that she saw the within named Frank B. Smith

sign, seal and as his act and deed, deliver the within written deed; and that she with Marion Brawley, Jr. witnessed the execution thereof.

SWORN to before me, this 23rd day of December 1937.
Marion Brawley, Jr. (L. S.) Notary Public, S. C.
Harriet R. Knight

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

I, Marion Brawley, Jr. of South Carolina do hereby certify unto all whom it may concern, that Mrs. Florence D. Smith the wife of the within named Frank B. 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 SOUTHEASTERN LIFE INSURANCE COMPANY, its successors and assigns, all her interest and estate and also all her right and claim of Dower, in, or to all and singular the Premises within mentioned and released.

GIVEN under my hand and seal, this 23rd day of December A. D. 1937.
Marion Brawley, Jr. (L. S.) Notary Public for S. C.
Florence D. Smith

Recorded Dec. 23rd 1937 at 2:42 P. M.