

STATE OF SOUTH CAROLINA.

TO ALL WHOM THESE PRESENTS MAY COME:

A. P. Booker,

Greenville

County, in the State aforesaid,

SEND GREETING:

WHEREAS, the said mortgagor is indebted in and by a certain note of even date herewith for the principal sum of Five thousand two hundred and fifty and no/100 Dollars,

bearing interest at the rate of six per cent. per annum, payable semi-annually, said note being payable to the order of The Life Insurance Company of Virginia, at its Home Office, Richmond, Va., in installments as follows:

\$250.00 on April 15, 1936, \$250.00 on October 15, 1936 and \$50.00 on the 15th day of November, 1936, and monthly thereafter until the same be fully paid payable 1 year after date \$ payable 2 years after date \$ payable 3 years after date \$ payable 4 years after date \$ payable 5 years after date

NOW KNOW ALL MEN, That the said mortgagor in consideration of the said Debt and Note aforesaid, and for the better securing the payment of the same of any renewal or extension thereof in whole or in part, and the performance of the covenants herein contained, to the said The Life Insurance Company of Virginia, according to the condition of the said Note, and also in consideration of the further sum of one dollar to said mortgagor in hand well and truly paid by the said Company at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain and sell and release, unto the said The Life Insurance Company of Virginia, its successors and assigns, the following property situated in the

County of Greenville, City or Town of Greenville, State of South Carolina, to-wit:

All that certain piece, parcel and lot of land situate, lying and being in Ward One of the City of Greenville, South Carolina, on the West side of Butler Avenue, beginning at an iron pin Cureton (formerly Glover) corner, being 70 feet from an alley; and running thence N. 69.05 W. 109.6 feet to an iron pin, McBee and Cureton line; thence N. 61 W. 7.75 feet to an iron pin; thence S. 20.38 W. 59.2 feet to an iron pin, McBee line; thence S. 69.05 E. 117.3 feet with McBee line to Butler Avenue; thence N. 20.38 E. 58 feet to the beginning corner.

Being the same property conveyed by The Life Insurance Company of Virginia to A. P. Booker by deed dated October 7th, 1935. This is a purchase money mortgage; no dower is required.

2. And it is further covenanted, that any and all fire and tornado insurance in the possession of the mortgagee may be changed to other companies, rearranged as to coverage, terms or amount and within the limits prescribed by the mortgage be increased or decreased by the mortgagee at any time. For that purpose the mortgagee is authorized to surrender existing policies for cancellation and take out any insurance at any time desired, provided that the necessary premium adjustments in all cases shall be charged against or credited to the mortgage as the case may be. Ten days' prior notice of any proposed changes shall be mailed to the party of the first part at his last known address so as to give such party of the first part opportunity to take out such insurance as he may desire to protect his equity in the mortgaged property. In the event of failure or refusal of the party of the first part to agree with the insurance companies involved as to the amount and terms of any fire loss within sixty days of the happening of such loss, then the mortgagee may negotiate with and settle said loss with such fire companies and neither the mortgagee nor the insurance companies involved shall upon such settlement being made, be liable in any manner to the party of the first part. Any tax, assessments, or premium of insurance, not paid when due by the party of the first part, may be paid by the mortgagee or assigns, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage.

The mortgagee shall have the right to apply any funds received from fire losses on account of the indebtedness or other items herein secured, or at its option may allow the same to be used in restoring the mortgaged premises provided the mortgagee, if restoration of the premises is agreed to, may retain said funds without interest until said premises be so restored in a satisfactory manner.

5. And it is Further Covenanted, that in the event the mortgagor, his heirs and assigns, do not keep said property and all equipment, appurtenances and accessories in proper repair and condition as hereinbefore specified, then the mortgagee or its assigns, may have the necessary repairs made and the cost thereof added to the amount of said principal and made a part thereof and the same shall draw interest from the time of said payment for said repairs at the rate of six per centum per annum, and shall, with interest, be covered by the security of this mortgage.

10. And it is further covenanted, that the mortgagor, for himself and his heirs and assigns, does hereby assign and set over unto the mortgagee all rents from the above mortgaged property hereafter accruing as additional security for the indebtedness and other items herein secured and for the purpose of keeping said mortgaged property in proper repair and the mortgagee and assigns are given a prior and continuing lien thereon. The mortgagor does appoint the mortgagee his attorney to collect said rents with or without suit and apply the same, less expenses of collection, including agent's commission of 5 per cent on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. The assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default, and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned.

This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof. In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the party of the first part, either by it or through an agent appointed by it for the purpose, and authority is hereby given to pay such agent, for his services, five per cent of the rents collected.

11. And it is further covenanted, that the rights and remedies hereunder are cumulative and adoption of any one or more of said remedies shall not impair the other rights and remedies herein conferred upon the mortgagee, or otherwise given by law, all or any of which remedies may be pursued separately or concurrently.

12. And it is Further Covenanted, that the Note herein secured or any part of the principal or interest thereof, or any other item secured hereunder, may be renewed from time to time by the mortgagee at his or its option at the request of the then owners of the mortgaged property, or at the request of any party bound thereon, without the consent of or notice to other parties bound thereon and without releasing them from any liability then existing.

13. And it is further covenanted, that in the event of the passage after 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 now in force for the taxation of mortgages for state or local purposes or in the manner in the collection of any such taxes so as make it obligatory on the mortgagee to pay such tax, then the whole of the principal sum

Handwritten notes: 'Satisfaction', 'Mortgage Book 321', 'Sept 22nd', 'J. S. Farnsworth', 'ATTEST', 'COUNTY CLERK OF GREENVILLE COUNTY, S.C.', 'Satisfied and Canceled of Record'.