

PROVENCE, FARRARD & MARTIN-GREENVILLE 23959

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

hereinafter spoken of as the Mortgagor, send greeting

WHEREAS, the said Alma D. Smithwick,

justly indebted to the South Carolina Security Company, a Corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of

Dollars

(\$5,800.00), lawful money of the United States of America, secured to be paid by certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said South Carolina Security Company, in the City of Greenville, South Carolina, or at such other place either within or without the State of South Carolina as the owner of this obligation may from time to time designate, of the sum of

Fifty Eight Hundred

Dollars (\$5,800.00) payable as follows: with interest thereon from the date hereof at the rate of five (5) percent per annum said interest and principal sum to be paid in any lawful money of the United States of America which shall be legal tender in payment of all debts and dues public and private, at the time of payment, by installments as follows: Beginning on the 1st day of March 1937, and on the 1st day of each month thereafter the sum of Forty-two and 05/100 (\$42.05) Dollars to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of December, 1946, and the balance of said principal sum to be due and payable on the 1st day of January, 1947; the aforesaid interest at the rate of five (5) percent per annum on the principal sum of Fifty-eight Hundred and 00/100 (\$5,800.00) Dollars, or so much thereof as shall remain from time to time unpaid, and the balance of each monthly payment shall be applied in payment of principal. It is understood and agreed that if this mortgage and said note be held same securities are transferred, or are assigned, or sold to any person or company, or to any person or company organized under the laws of the State of New York, that the schedule of payments of the said note are automatically changed so that the successive monthly installments of principal sum to be due and payable on May 1, 1947, and it is understood and agreed that the change in the schedule of payments shall in any way affect the validity of the security hereby pledged to secure the said note. It is further agreed that the Mortgagor shall pay all of the taxes and any interest due after three years from the date upon which the note is due and also interest upon said principal sum to be computed from the day of the date hereof, at and after the rate of per centum per annum

payable semi-annually on the first days of every and from and after the date hereof until the aforesaid principal sum shall be fully

paid, said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided. The obligee may call for gold coin of present standard of weight and fineness, in which case obligor shall make payment in same.

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the interest thereon, and also for and in consideration of the sum of One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever, all that parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

Beginning at an iron pin on the north side of East Prentiss Avenue, which iron pin is 135 feet west of the northwest corner of the intersection of Eagle and East Prentiss Avenue, also joint corner of Lots Nos. 8 and 9; thence along joint line of said lots, N. 29-25 E. 165.1 feet to an iron pin; thence N. 57-02 W. 57 feet to an iron pin, joint corner of Lots Nos. 9 and 10; thence along joint line of said lots, S. 32-10 W. 165.7 feet to an iron pin on the north side of East Prentiss Avenue; thence along the north side of said Avenue, S. 57-31 E. 65 feet to the beginning corner.

Being the same lot conveyed to the mortgagor herein by deed, dated November 19, 1936, and recorded in the R.M.S. Office for Greenville County, S.C., in Volume 191, at page 339.

is in the City of Greenville, County of Greenville, State of South Carolina, on the north side of East Prentiss Avenue, known and designated as Lot No. 9 on plat of the property of William Eagle, which plat is recorded in the R.M.S. Office for Greenville County, S.C., in Plat Book "4" at page 27, and having, according to a recent survey made by Dalton & Jones Engineers, January 16, 1937, the following notes and bounds, courses and distances, to wit:—

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor, his heirs, executors, administrators, successors or assigns, 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 therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts, to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver for the rents, issues and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under lease, and with such other powers as may be deemed necessary, who, after deducting all proper charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or defaults in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged and assigned to the said Mortgagee, its successors or assigns, who shall have the right forthwith after any such default to enter upon and take possession of the said mortgaged premises and to let the said premises and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured.

AND it is covenanted and agreed by and between the parties to these presents that the whole of said principal sum shall become due at the option of the said Mortgagee, its successors, legal representatives or assigns, after default in the payment of interest for thirty days or after default in the payment of any tax, assessment or water rate for sixty days after the same shall have become due and payable, or after default in the payment of any installment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

RECORDED AND INDEXED BY  
15th DAY OF APRIL 1943  
F. M. S. # 3711

Alma D. Smithwick

400

7/10/37