

## MORTGAGE OF REAL ESTATE

37276 PROVENCHER-JARRARD CO.-GREENVILLE

when it shall have accrued, shall not be construed as a waiver of any future rights to make such declaration when the right shall have again accrued to the Mortgagee. And the Mortgagor hereby waives the benefit of his homestead exemption as to the debt hereby secured and interest thereon and all sums expended by the Mortgagee in pursuance with this mortgage. And should the within described real estate be sold for the satisfaction or discharge of the debt hereby secured or any part thereof and the proceeds of said sale should prove insufficient to satisfy the same with all costs and expenses the obligation to pay the amount remaining unpaid shall not be extinguished by the Mortgagee becoming the purchaser of the premises.

THIRD: That if at any time any part of the debt hereby secured, or interest thereon or any of the sums authorized hereunder to be expended by the Mortgagee be paid due and unpaid, the Mortgagor hereby sells, transfers and assigns the rents and profits of the above described real estate to the Mortgagee and agrees that any Circuit Judge of said State may, in chambers or otherwise, appoint a receiver, or receivers, with authority to take possession of said real estate and collect and sell the said rents and profits, applying the net proceeds thereof, after paying costs of collection and sale upon said debt, interest, or sums expended by the Mortgagee and herein secured, without liability to account for anything more than the rents and profits actually collected.

FOURTH: That wherever herein the masculine personal pronoun may be used, if there be only one mortgagor, and the mortgagor shall be female, the feminine personal pronoun shall be used referring to the Mortgagor, and there be more than one Mortgagor, said singular personal pronoun shall be deemed to read as the plural personal pronoun. Wherever herein the word "Mortgagor" shall be used, and there be more than one Mortgagor, the same shall be deemed to read "Mortgagors", and each mortgagor shall always be jointly and severally liable for the performance of every promise and agreement made herein by the "Mortgagor". Wherever herein the words "Mortgagor" or "Mortgagee" are used, the same shall be construed to mean as well the heirs, successors, representatives and assigns of the same, whether voluntary by act of the parties, or involuntary by operation of the law.

PROVIDED ALWAYS, Nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay or cause to be paid unto the Mortgagee the debt or sums of money hereby secured, with interest thereon and all costs and expenses of the Mortgagee herein secured, then this deed of bargain and sale shall cease, determine and be utterly null and void, as to that part of the real estate not sold hereunder, otherwise to remain in full force and virtue.

Witness my hand and seal, this the 19th day of November, in the year of our Lord one thousand nine hundred and thirty-seven and in the one hundred and 61st year of the independence of the United States of America.

Signed, sealed and delivered in the presence of:

L. L. McGirt, Jr.,

D. B. Leatherwood

Louise E. Bagwell (SEAL)

State of South Carolina,  
County of Greenville.

Personally appeared before me L. L. McGirt, Jr., and made oath that he saw within named Louise E. Bagwell sign, seal and as act and deed deliver the within written deed, for the uses and purposes therein mentioned, and that he with D. B. Leatherwood in the presence of each other witnessed the execution thereof.

Sworn to before me, this 3 day of  
Dec. A. D. 1937.

L. L. McGirt, Jr.

D. B. Leatherwood (SEAL)

Notary Public in and for South Carolina.

MORTGAGOR WOMAN

Recorded December 4th, 1937 at 12:18 P.M. #14503