

G.R.E.M. 5-a

The above described land is _____ the same conveyed to me by _____
Luther Avery

_____ on the _____ day of July 19 38
deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book _____, Page _____

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 _____ W. J. Burty, his

Heirs and Assigns forever.
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 mortgagee, _____ his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than _____
three hundred no/100 Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale 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 I, the mortgagor, am to hold and enjoy the said premises until default of payment shall be made. And if at any time any part of said debt, or interest thereon, be past due and unpaid I hereby assign the rents and profits of the above described premises to

said mortgagee, _____ or _____ his Heirs, Executors, Administrators, or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereof (after paying costs of collection) upon said debt, interest, costs and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS _____ my hand and seal, this _____ 22nd day of July _____ in the year of our Lord one thousand nine hundred and _____ thirty-eight

Signed, Sealed and Delivered in the Presence of
Anna M. Beaty } Oliver Avery (L. S.)
Julia D. Charles } (L. S.)

STATE OF SOUTH CAROLINA, }
County of Greenville } PROBATE

PERSONALLY APPEARED BEFORE ME _____ Julia D. Charles
and made oath that she saw the within named _____ Oliver Avery

sign, seal and as _____ his act and deed deliver the within written deed; and that _____ She with _____
Anna M. Beaty _____ witnessed the execution thereof.

Sworn to before me, this _____ 22nd day of _____ July _____ A. D. 19 38 }
Anna M. Beaty (SEAL) } Julia D. Charles
Notary Public, S. C.

STATE OF SOUTH CAROLINA, } UNMARRIED
County of Greenville. } RENUNCIATION OF DOWER

I _____ a Notary Public for South Carolina,
do hereby certify unto all whom it may concern, that Mrs. _____
_____ the wife of the within named _____
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 _____

Heirs 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 _____ day of _____ A. D. 19 _____
_____ (SEAL) }
Notary Public, S. C.

Recorded _____ July 23rd _____ 19 38 at _____ 12 o'clock, _____ M. N.S.

For value received I do hereby assign, transfer and set over to _____
_____ the within mortgage and the note which it secures without recourse, this _____ day of _____, 19 _____

Witness:

Assignment recorded _____ 19 _____ at _____ o'clock, _____ M.