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 Premises before mentioned unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, its successors and assigns forever.
And Ido hereby bind myself, my
ASSOCIATION, OF GREENVILLE, its successors and assigns, from and against myself, my
Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claim or to claim the same or any part thereof.
And I do hereby agree to insure the house and buildings on said lot in a sum not less than Two Thousand, Three and no/100 (\$ 2,300.00) Dollars fire insurance and not less than One Thousand, Five Hundred and no/100
(\$ 1,500.00) Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage
fire or windstorm, and do hereby assign said policy or policies of insurance to the said mortgagee, its successors and assigns; and in the event I should at any time fail to insure saidpremises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the building to
insured in myname, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.
And Ido hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calengear, and to exhibit the tax receipts at the offices of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, immediately upon p
ment, until all amounts due under this mortgage have been paid in full, and should Ifail to pay said taxes and other government assessments, the mortgagee may, at its option, pay same and charge the amounts so paid to the mortgage debt, and collect same under this mortgage, with terest.
And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor shall keep the premises herein described in go
repair, and should I fail to do so, the mortgagee, its successors, or assigns may enter upon said premises, make whatever repairs are necessary, a charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.
And it is further agreed that Ishall not further encumber the premises hereinabove described, nor alienate said premises by the way of mortg
or deed of conveyance without consent of the said Association, and should Ido so said Association may at its option, declare the debt due hereunder once due and payable, and may institute any proceedings necessary to collect said debt.
And I do hereby assign, set over and transfer unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVIL its, successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so I as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes, she past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, to over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal, with liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by
mortgagor herein, and the payments hereinabove set out become past due and unpaid, then I do hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for tappointment of a Receiver, with authority to take charge of the mortgaged pre nises, designate a reasonable rental, and collect same and apply the net proceed thereof (after paying costs of collection) upon said debt, interest, taxes and fire insurance, without liability to account for anything more than the rents appoints actually collected.
PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if I the said mortgagor , my heirs, or le representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid on the FIF FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, its successors or assigns, the monthly instalments as set out herein, until said debt, all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void; otherwise to remain in force and virtue.
And it is further agreed by and between the said parties hereto, that the said mortgagor, isto hold and enjoy the said premises until
fault of payment shall be made. But if I shall make default in the payment of said monthly installments, or shall make default in any the covenants and provisions hereinabove set out for a space of thirty days, then, and in such event, the Association, may, at its option, declare the whamount hereunder at once due and payable, together with costs and a reasonable attorney's fee, and shall have the right to forclose its mortgage.
IN WITNESS WHEREOF I have hereunto set my hand and seal, this the First day of November
in the year of our Lord One Thousand, Nine Hundred and Thirty-Eight, and in the One Hundred and
Sixty-Third year of the Independence of the United States of America. Signed could and delivered in the presence of the United States of America.
Signed, sealed and delivered in the presence of: Doris Sanders (SEA
Daisy Lee Butler
STATE OF SOUTH CAROLINA,)
County of Greenville PROBATE
PERSONALLY appeared before me Doris Sanders and made oath that She saw the within nar
Sloan Westmoreland
sign, seal and as his act and deed deliver the within written deed, and that She, with Daisy Lee Butler witnessed the execution thereof.
SWORN to before me this the First day of November, A. D. 1938 Doris Sanders
L. M. Mahon (SEAL) Notary Public for South Carolina
STATE OF SOUTH CAROLINA, County of Greenville RENUNCIATION OF DOWER
I, L. M. Mahon , a Notary Public for South Carolina, do hereby certify unto all whom it may concern, t
Mrs. Bewley Hunsinger Westmoreland , the wife of the within named Sloan Westmoreland
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 FIRST FEDERAL SAVINGS A LOAN ASSOCIATION, OF GREENVILLE, its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all singular the Premises within mentioned and released.
GIVEN under my hand and seal, this lst day of November A. D. 1938 L. M. Mahon (SEAL) Notary Public for South Carolina
Recorded November 4th 1938, at 11:20 o'clock A. M
NT C