G.R.E.M.—10a

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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns forever.

And its does hereby bind itself and its successors and Administrators to warrant and forever defend all and singular the said Premises unto the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns, from and its successors and against itself, and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it does hereby agree to insure the house and buildings on said lot in a sum not less than THIRTY-EIGHT HUNDRED & NO/100 ($3800.00) Dollars fire insurance and not less than THIRTY-EIGHT HUNDRED & NO/100 ($3800.00) Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by 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 it should at any time fail to insure said premises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured in its name, and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

And it does hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., immediately upon payment, until all amounts due under this mortgage have been paid in full, and should it fail to pay said taxes and other governmental 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 interest.

And the mortgagor(s) do(es) hereby agree, on demand of the mortgagee at any time, to pay, on the first day of each succeeding month thereafter, together with, and in addition to, the monthly payments of principal and interest stated above, a sum equal to one-twelfth (1/12) of the said annual taxes, assessment and insurance premiums, as estimated by the mortgagee. The mortgagor(s) further agree(s) to pay on demand, at any time, any additional sums necessary to pay these items. It is further agreed that any such additional payments, when so demanded by the mortgagee, shall become a part of the monthly installments due under the terms of this mortgage and the note secured thereby.

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 good repair, and should it fail to do so, the mortgagee, its successors, or assigns, may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And it does hereby assign, set over and transfer unto the said FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long 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, shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal, without 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 the mortgagor herein,

and the payments hereinabove set out become past due and unpaid, then it does 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 the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes, and fire insurance, without liability to account for anything more than the rents and profits actually collected.

PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that if the said mortgagor its successors or legal 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 to the FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors or assigns, the monthly installments, as set out herein, until said debt, and 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 full force and virtue.

And it is further agreed by and between the said parties hereto, that the said mortgagor is to hold and enjoy the said premises until default of payment shall be made. But if it shall make default in the payment of said monthly installments, or shall make default in any of 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 whole amount hereunder at once due and payable, together with costs and a reasonable attorney's fee, and shall have the right to foreclose its mortgage.

/Seyle, Frank H. Earle, and W. Ben Smith, as Trustees of the Second Presbyterian Church of Greenville, S. C., has caused this mortgage to be signed by T. J./

IN WITNESS WHEREOF, / and seal, this the 16th day of May, in the year of our Lord One Thousand, Nine Hundred and Forty-one, and in the One Hundred and Sixty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of:

J. L. McPherson
~~J. Adelaide Clayton~~ } Witness as to signature of T. J. Seyle

C. M. Ware
J. L. Love } As to Frank H. Earle & W. Ben Smith

SECOND PRESBYTERIAN CHURCH OF GREENVILLE, S. C.
By J. T. Seyle (SEAL)
Frank H. Earle (SEAL)
W. Ben Smith (SEAL)
As Trustees

STATE OF SOUTH CAROLINA,
County of Greenville } PROBATE

PERSONALLY appeared before me C. M. Ware and made oath that he saw the within named Second Presbyterian Church, of Greenville, S. C., by Frank H. Earle and W. Ben Smith, as Trustees, of said Church sign, seal and as the act and deed deliver the within written deed, and that he, with J. L. Love witnessed the execution thereof.

SWORN to before me this the 19th day of May, 1941
J. L. Love (SEAL)
Notary Public for South Carolina.

C. M. Ware

STATE OF SOUTH CAROLINA,
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 _____ 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors 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 for South Carolina.

Recorded May 19th 1941, at 10:45 o'clock A. M. BY:N.S.