| STATE OF SOUTH CAROLINA, | and the second of the second o | Aey (|
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| STATE OF SOUTH CAROLINA, | sale of | M |
| COUNTY OF GREENVILLE. | ONCERN Lien Released By Sale Un Lien Released By Sale Un Foreclosure Z 3day of A.D. 23 - 6797 A.D. 24 - 6797 NAST | Roll |
| TO ALL WHOM THESE PRESENTS MAY CON | oncern Judgment | |
| | I James J. Scrivener Forecton 3953. | |
| hereinafter spoken of as the Mortgagor send greetin | eting. | ER . |
| WHEREAS | I James J. Scrivener, No. | |
| is justly indebted to C. Douglas Wilson & Co., a | , a corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sun | of Six |
| Thousand and No/100 - | M | Dollars |
| \$.6,000.00), lawful money of | of the United States which shall be legal tender in bayment, of all debts and dues, public and private, at the time of payment, secured | d to be paid by that |
| one certain bond or obligation, bearing even date | of the United States which shall be legal tender in payment, of all debts and dues, public and private, at the time of payment, secured ate herewith, conditioned for payment of the principal office of the said. Douglas Wilson & Co., in the City of Greenville, S. C., or | at such other place |
| either within or without the State of South Carolin | olina, as the owner of the beneation may from time to time designate, of the sum of Six Thousand and No/1 | 00 |
| | | |
| | he rate of four(4) More centum per aboum, said interestype be paid on the lat day of June | ,000,600) |
| with interest thereon from the date hereof at the | ne rate of four (4) Mer centum per atoum, said interestyto be paid on the 18t day of June | 19_ 46 |
| and thereafter said interest and principal sum to 1 | to be paid in installments as follows: Beginning on theday of | 19_46 |
| and on theday of each | ach month thereafter the sum of \$ 35.35 to be applied on the interest and principal of said note, said payments to continue | up to and including |
| · · · · · · · · · · · · · · · · · · · | , 19.66, and the balance of said principal sum to be due and payable on the 18.t. | |
| | 1966; the aforesaid monthly payments of \$ 36.36. | |
| centum per annum on the principal sum of \$6.9 of principal. Said principal and interest to be pain the payment of interest, taxes, assessments, wat | 5.000.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be paid at the par of exchange and not to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become | pe applied on account ome due after default |
| - · · · · · · · · · · · · · · · · · · · | | uring the payment of |
| the said sum of money mentioned in the condition whereof is hereby acknowledged, has granted, bar representatives and essigns forever all that parcel | id Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better section 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 Mortgagned, sold, conveyed and released and by these presents does grant, bargaine, sell, convey and release unto the said Mortgagee and treel, piece or lot of land with the buildings and improvements thereon, situate, lying and being in the City and Co | fortgagee, the receipt o its successors, legal |
| 4 . | South Carolina, on the East side of Sitka Avenue, and known an | |
| | | |
| as Lot #25 Parkview, | , a plat of which is recorded in the R.M.C.'s Office for Greenv | 111e Councy |
| in Plat Book "M" at pa | page 49 and having according to said plat the following metes a | nd bounds, |
| courses and distances | to-wit:- | |
| BEGINNING at an | n iron pin on the East side of Sitka Avenue, which iron pin is | 100 feet |
| South of the Southeast | stern intersection of Sitka and Haviland Avenues (this point is | taken from |
| | of the two Avenues since the intersection is a curve instead o | f a cerner), |
| Industry agreement of Table H | #24 and 25, and running thence along the joint line of said le | |
| | | |
| 150 feet to an iron pi | oin, rear joint corner of said lots, thence S. 26-15 E. 50 feet | to an iron |
| 150 feet to an iron pi pin, rear joint corner | er of Lets #25 and 26, thence along the joint line of said lets | to an iron S. 63-45 W., |
| pin, rear joint corner 150 feet to an iron pi | or of Lets #25 and 26, thence along the joint lime of said lets oin in the line of Sitka Avenue, thence along the line of Sitk | to an iron S. 63-45 W., |
| pin, rear joint corner 150 feet to an iron pi | er of Lets #25 and 26, thence along the joint line of said lets | to an iron S. 63-45 W., |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t | or of Lets #25 and 26, thence along the joint lime of said lets oin in the line of Sitka Avenue, thence along the line of Sitk | to an iron S. 63-45 W., |
| 150 feet to an iron pi pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t | er of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side | s. 63-45 W., |
| 150 feet to an iron pi pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each monthly payment require | to an iron S. 63-45 W., a Avenue N. |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of The Mortgager ag under the existence of | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each menthly payment required by the Mortgagee to be | to an iron S. 63-45 W., a Avenue N. ed hereunder of sufficient |
| 150 feet to an iron pi pin, rear joint corner 150 feet te an iron pi 26-15 W., 50 feet to t NOTE: For position of the Mortgager ag under the existence of to enable the Mortgage | er of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each monthly payment required by the Mortgages to be get to pay, as they become due, all taxes, assessments, hazard | to an irom S. 63-45 W., a Avenue N. ed hereunder of sufficient insurance, an |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of the Mortgager agunder the widenes of to enable the Mortgage similar charges upon | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each menthly payment required by the Mortgages to be get to pay, as they become due, all taxes, assessments, hazard the premises usabject hereto; any deficiency because of the un | to an irom S. 63-45 W., a Avenue N. ed hereunder of sufficiency of |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of to enable the Mortgage similar charges upon such additional payment | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each monthly payment required by the Mortgagee to be goe to pay, as they become due, all taxes, assessments, hazard the premises unabject hereto; any deficiency because of the unents shall be forthwith deposited by the Mortgager with the Mortgag | to an irom S. 63-45 W., a Avenue N. ed hereunder of sufficiency of tgagee upon |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of the Mortgager ag under the originate of to enable the Mortgage similar charges upon such additional paymen demand by the Mortgage | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each monthly payment required by the Mortgagee to be gee to pay, as they become due, all taxes, assessments, hazard the premises unabject hereto; any deficiency because of the unents shall be forthwith deposited by the Mortgager with the Mortgae. Any default under this paragraph shall be deemed a default | to an irom S. 63-45 W., a Avenue N. ed hereunder of sufficiency of tgagee upon |
| pin, rear joint corner 150 feet to an iron pi 26-15 W., 50 feet to t NOTE: For position of the Mortgager ag under the original paymen such additional paymen demand by the Mortgage | or of Lets #25 and 26, thence along the joint line of said lets in in the line of Sitka Avenue, thence along the line of Sitk the point of beginning. of this paragraph - See: other side agrees that there shall be added to each monthly payment required by the Mortgagee to be goe to pay, as they become due, all taxes, assessments, hazard the premises unabject hereto; any deficiency because of the unents shall be forthwith deposited by the Mortgager with the Mortgag | to an irom S. 63-45 W., a Avenue N. ed hereunder of sufficiency of tgagee upon |
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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 fumished 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 of 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 the costs and a reasonable attorney's fee for th 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 instalment hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner of the above

AND it is further covenanted and agreed by the said parties that if default be made in the payment of the indebtedness as herein provided or of any part thereof, the Mortgagee shall have power to sell the premises herein described according to law; said premises may be sold in one parcel, any provision of law to the contrary notwithstanding.