

MORTGAGE OF REAL ESTATE
STATE OF SOUTH CAROLINA
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:
I, Elmer Frank James
of the City of Greenville

WHEREAS, the said Mortgagee is justly indebted to AIKEN LOAN & SECURITY COMPANY, a corporation organized and existing under the laws of the State of South Carolina, hereinafter spoken of as the Mortgagee, in the sum of Sixty-Three Hundred and No/100 (\$6,300.00)

DOLLARS lawful money of the United States of America, secured to be paid by certain note or obligation, bearing even date herewith, conditioned for payment at the principal offices of the said AIKEN LOAN & SECURITY COMPANY, in the State of South Carolina, of the sum of Sixty-Three Hundred and No/100 (\$6,300.00) DOLLARS

in words and figures as follows: The sum of Thirty-Three and 86/100 Dollars on the first day of September, 1924, and a like sum of Thirty-Three and 26/100 Dollars on the first day of each and every month thereafter, with interest at the rate of four per cent (4%) per annum, computed and payable monthly; the said monthly installment of Thirty-Three and 26/100 Dollars in interest shall be credited to said interest and the balance on the principal and interest payments of principal and interest until the said note is fully paid one-twelfth of the annual taxes on the property securing this loan and also one-twelfth of the annual premiums for hazard insurance on buildings on property securing this loan. The note or other charge may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of principal or interest due, if not paid on or before the date when the same is due. The note shall be secured by a mortgage on the premises hereinafter described, and the Mortgagee shall have the right to collect the same in full, with interest thereon, and also for and in consideration of the sum of One Dollar and no part thereof, which sum of money mentioned in the said note or of any renewal or extension thereof, with interest thereon, and also for and in consideration of the sum of One Dollar and no part thereof, has been advanced, granted, bargained, sold and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to his successors, legal representatives and assigns forever:

All that certain piece, parcel or lot of land situated, lying and being in Greenville County, State of South Carolina, Greenville Township, and known and designated as Lot No. 43 of Glenn Grove Park, Greenville County in Plat Book F at Page 148, and being more particularly described according to said plat, as follows:

BEGINNING at an iron pin, joint front corner of Lots Nos. 42 and 43, which pin is 522 feet more or less, from the intersection of Grace Street and the Laurens Road, and running thence with the lines of said Lots S. 28-00 E. 150 feet to a stake, joint rear corner of Lots Nos. 42 and 43, thence with the lines of said Lots S. 28-00 E. 150 feet to an iron pin, joint rear corner of Lots Nos. 43 and 44; thence with the joint lines of said Lots S. 28-00 E. 150 feet to an iron pin on Grace Street; thence with Grace Street, N. 62-00 E. 55 feet to the bearing corner.

Said premises being the same conveyed to the mortgagee herein by Ida Heatherly by deed to be recorded herewith.

AND IT IS COVENANTED AND AGREED BY AND BETWEEN the parties hereto that all gas and electric fixtures, radiators, heaters, engines, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, basins, faucets, and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant, and ice boxes, cooking apparatus and appliances, and such other goods and personal property as are furnished by a landlord in letting of premises, or any other manner, are and shall be deemed to be fixtures and an accession to 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 Mortgagee, his heirs, executors, administrators or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum at any time mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument, 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 be at liberty 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 responsible 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 satisfaction of the amount remaining secured hereby, or to any deficiency which may exist after applying the proceeds of the sale of the said premises to the payment of the amount due, including interest and the costs and a reasonable attorney's fee for the foreclosure and sale; and said rents and profits are hereby, in the event of any default or default in the payment of said principal and interest, or any tax, assessment, water rate, or insurance, pledged 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 same shall have become due and payable, or after default in the payment of any installment hereinafter mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

It is agreed that the Mortgagee will keep the buildings which may hereafter be erected on same, insured against such hazards and in such amounts and in such insurance company or companies and written through such agency as the Mortgagee may name, direct, authorize and approve, until all sums hereinafter secured are fully paid; and said policy or policies shall have attached thereto a standard Mortgage Clause, making any loss payable to said AIKEN LOAN & SECURITY COMPANY, and shall be delivered with receipt for payment of the premium on same to said company at the time the loan secured herein is made. It is also agreed that ten days prior to the expiration of any policy a renewal thereof shall be effected in such company or companies and through the agency as shall be authorized, named and directed by the Mortgagee with receipt for payment of the premium on same and shall be delivered to said Mortgagee at least ten days before the time of such expiration.

AND IT IS FURTHER COVENANTED, that any and all hazard insurance in the possession of the Mortgagee may be changed to other companies, retransferred as to cover, terms or amount and within the limits prescribed by the Mortgagee or increased or decreased by the Mortgagee at any time. For that purpose the Mortgagee is authorized to execute and deliver to the insurance company or companies a notice of assignment of the mortgage with receipt for payment of the premium on same and shall be delivered to said Mortgagee at least ten days before the time of such expiration.