

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA,
County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, Dampsey Lee Poole, Sr.
of the City of Greenville, State of South Carolina, hereinafter spoken of as the Mortgagor, send greetings:

WHEREAS, the said Mortgagor 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 Thirty-Four Hundred and No/100 (\$3,400.00) 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 City of Florence, in the State of South Carolina, of the sum of Thirty-Four Hundred and No/100 (\$3,400.00) DOLLARS

in words and figures as follows: The sum of Twenty-Five and 16/100 (\$25.16) Dollars on the first day of October 1946, and a like sum of Twenty-Five & 16/100 (\$25.16) Dollars on the first day of each and every month thereafter until the debt is paid in full, with interest at the rate of Four Per Cent (4%) per annum computed and payable monthly; the said monthly installment of Twenty-Five and 16/100 (\$25.16) Dollars includes interest calculated on the monthly decreasing balance of said principal sum and so much of the installment as is necessary shall be credited to said interest and the balance on the principal debt, and, together with, and in addition to, the monthly payments of principal and interest hereby required, he will pay to the Mortgagee, on the first day of each month 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 of buildings on property securing this loan. The holder hereof may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the expense of the said 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 in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever:

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money mentioned in the said note and for the better securing the payment of the said 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 in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns forever:

All that piece, parcel or lot of land on the Western side of "D" Street, near the City of Greenville, being shown as Lot No. 49 on plat of Section 6 of the Judson Mill Village, made by Dalton and Neves in November 1941, and recorded in Plat Book K at Pages 106 and 107 and in the R.M.C. Office for Greenville County and described as follows:

BEGINNING at an iron pin on the Western side of "D" Street, 187.6 feet North from Fifth St. corner of Lot No. 48, and running thence with the line of said lot, S. 88-20 W. 76.6 feet to an iron pin at corner of Lot No. 67; thence with the line of said lot, N. 1-37 W. 70 feet to an iron pin at corner of Lot No. 50; thence with the line of said lot, N. 88-20 E. 76.6 feet to an iron pin on "D" Street; thence with the Western side of "D" Street, S. 1-37 E. 70 feet to the point of beginning.

Said premises being the same conveyed to the mortgagor by Mary E. Page by deed to be recorded herewith.

The debt for which this Mortgage was given to secure having been paid in full, this Mortgage and the Note it secures is hereby deemed forever satisfied.

Dated at Birmingham, Alabama, this the 20th day of March, 1934.

In the presence of: *Protective Life Insurance Company*
By: Romaine S. Scott, Vice-President
attest: W.C. Brandon, Secretary

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 furnished 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 or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money 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 Mortgagor 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 interest 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 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 charge 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 hereinbefore mentioned or immediately upon the actual or threatened demolition or removal of any building erected on said premises.

It is agreed that the Mortgagor will keep the buildings now on said land, and any 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 herein 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 hereby 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 and approved by the Mortgagee.

CANCELLED
RECORDED
MARCH 24 1934
MORTGAGE

