

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 said Premises unto the said Mortgagee and his Heirs and Assigns forever. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Mortgagee and his Heirs and Assigns, from and against myself and my Heirs and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor(s) agree(s) to insure the house and buildings on said lot in a sum not less than Seventy-two Hundred (\$7200.00), fire and DOLLARS, extended coverage, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire and other hazards, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor(s) shall at any time fail to do so, then the said mortgagee may cause the same to be insured in mortgagor(s) name and be reimbursed for the premium and expense of such insurance under this mortgage, with interest.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, the mortgagor(s) hereby assign the rents and profits of the above described premises to said mortgagee, or his Heirs, Executors, Administrators or Assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said mortgagor(s), do and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid, with interest thereon, if any be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor(s) shall hold and enjoy the said Premises until default of payment shall be made.

WITNESS my hand and seal, this 22nd day of October in the year of our Lord one thousand, nine hundred and fifty-four.

Signed, sealed and delivered in the presence of:

Arnold E. Brown
H. D. Hawkins

Frank N. Tooley (L.S.)

_____ (L.S.)

State of South Carolina

ss:

COUNTY OF Greenville

PERSONALLY appeared before me Arnold E. Brown and made oath that he saw the within named Frank N. Tooley

sign, seal and as his act and deed deliver the within written deed, and that he with H. D. Hawkins witnessed the execution thereof.

SWORN TO before me this 22nd day of October A. D., 1954

H. D. Hawkins (L.S.)
Notary Public for South Carolina

Arnold E. Brown

State of South Carolina

Renunciation of Dower

COUNTY OF Greenville

I, H. D. Hawkins, a Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. Eunice B. Tooley the wife of the within named Frank N. Tooley 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 W. Dennis Smith, their Heirs 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 22nd day of October A. D., 1954

H. D. Hawkins (L.S.)
Notary Public for South Carolina

Eunice B. Tooley