739 PAGE 208

And we the said mortgagor s., agree(s) to insure the house and buildings on said land for not less than Five Thousand Five Hundred and no/100 - - - - - - - (\$5,500.00) company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire or other casualty, by extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided, and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium, taxes, other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagor 5, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall 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 we, the mortgagors, are to hold and enjoy the said premises until default of payment shall be made.

And if at any time any part of said debt, interest, taxes or fire insurance premiums thereon, be past due and unpaid, we hereby, without notice or further proceedings, assign the rents and profits of the above described premises to the said mortgagee, or his Heirs, Executors, Administrators, or Assigns (provided the premises herein described are occupied by a tenant), and should said premises be occupied by the mortgagor herein and said payments become past due and unpaid, then we do hereby agree that said mortgagee, his Heirs and Assigns, may apply to any Judge of the Circuit Court of said State, at chambers or otherwise, or to any Judge of the County Court in any County which has a County Court, for the appointment of a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds (after paying the cost of collection) upon said debt, interest, costs and expenses without liability to account for anything more than the rents and profits actually collected.

this 15th day of February in the year of WITNESS our hands and seals fifty eight our Lord one thousand nine hundred and Signed, Sealed and Delivered in the presence of

State of South Carolina,

County of Greenville.

**PROBATE** 

PERSONALLY APPEARED BEFORE ME Grace T. Cook and made oath that he saw the within named Willie B. Kirksey and Leola Kirksey

act and deed deliver the within written deed and that she with sign, seal and as their witnessed the execution thereof. Margaret R. Garrett

Sworn to before me, this

day of February

, A. D. 1958.

Motary Public, S. C.

State of South Carolina,

RENUNCIATION OF DOWER

County of Greenville.

I, Margaret R. Garrett,

a Notary Public for South Carolina,

do hereby certify unto all whom it may concern, that Mrs. Leola Kirksey

the wife of the within named

did this day appear before Willie B. Kirksev 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 H. S. Sellers, his

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 15th

day of February

Notary Public, S. C.

Leola Kirksey

Recorded February 27, 1958 at 12:35 P. M. #4735