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 Premises before mentioned unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns forever.
Anddo hereby bind
against myself, Heirs, Executors, Administrators, and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.
And
Fire Hundled and mafion (\$2,500.00) Dollars fire insurance and not less than
ONL Thousand, Incl. Hundled and mofivo (\$ 1,300.09 Dollars tornado insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by fire or windstorm, and do hereby assign said
policy or policies of insurance to the said mortgagee, its successors and assigns; and in the eventshould at any time fail to insure said premises, or
bay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured in
Anddo hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar keepar, and to exhibit the tax receipts at the offices of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., immediately upon payment, until all amounts due under this mortgage have been paid in full, and should
Anddo hereby assign, set over and transfer unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining, however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes, shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants), without further proceedings, take over the property herein described, and collect said rents and profits and apply same to the payment of taxes, fire insurance, interest, and principal, without liability to account for anything more than the rents and profits actually collected, less the costs of collection; and should said premises be occupied by the mortgagor herein,
and the payments hereinabove set out become past due and unpaid, thendo hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit Court of said State, at Chambers or otherwise, for the appointment of a Receiver, with authority to take charge of the mortgaged premises, designate a reasonable rental, and collect same and apply the net proceeds thereof (after paying costs of collection) upon said debt, interest, taxes, and fire insurance, without liability to account for anything more than the rents and profits actually collected.
PROVIDED, ALWAYS, nevertheless, and on this EXPRESS CONDITION, that ifthe said mortgagor,heirs or legal
representatives, shall on or before the first day of each and every month, from and after the date of these presents, pay or cause to be paid to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors or assigns, the monthly installments, as set out herein, until said debt, and all interest and amounts due thereon, shall have been paid in full, then this deed of trust and bargain shall become null and void; otherwise to remain in full force and virtue.
And it is further agreed by and between the said parties hereto, that the said mortgagor,
of payment shall be made. But ifshall make default in the payment of said monthly installments, or shall make default in any of the covenants and provisions hereinabove set out for a space of thirty days, then, and in such event, the Association may, at its option, declare the whole amount hereunder at once due and payable, together with costs and a reasonable attorney's fee, and shall have the right to foreclose its mortgage.
IN WITNESS WHEREOFhave hereunto set_YWY_hand_and seal, this the IMday ofLpWL, in the year
of our Lord One Thousand, Nine Hundred and Inity Seven, and in the One Hundred and Sixty first year of the Independence of the United States of America. Signed sealed and delivered in the presence of: (SEAL)
Signed sealed and delivered in the presence of: (SEAL)
Dunill P. Cain (SEAL) D. L. Buttler (SEAL)
STATE OF SOUTH CAROLINA, County of Greenville PROBATE
PERSONALLY appeared before me Sariel P. Cain and made oath that he saw the within named
sign, seal and as List act and deed deliver the within written deed, and thathe, with
CHYODN to before me this the 23 1 de doy of
SWORN to before me this the 23 2 1 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2
STATE OF SOUTH CAROLINA, County of Greenville RENUNCIATION OF DOWER
I, S. H. Buttle ,a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that
Mrs. J lauf Januelle Jumes, the wife of the within named J. L. Jumes and without any compulsion, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, OF GREENVILLE, S. C., its successors 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 331d and se
Recorded April 27 Th 1937, at 1:38 o'clock M.