G.R.E.M.—2-a

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 Marguerite C. Miller, her Heirs and Assigns forever. And said Company do hereby binds itself and its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Marguerite C. Miller, her Heirs and Assigns, from and against said Company, its successors and Assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And if at any time any part of said debt, or interest thereon, be past due and unpaid, said Company does hereby assign the rents and profits of the above described premises to said mortgagee, or her Heirs, Executors, Administrators or Assigns, and agrees 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 that it is the true intent and meaning of the parties to these Presents, that if, the said mortgagor does, 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 is to hold and enjoy the said Premises until default of payment shall be made.

In Witness whereof the said L. B. Jackson & Company has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed this the 12th day of February in the year of our Lord one thousand, nine hundred and forty and in the one hundred and sixty-fourth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

T. R. Talmadge
M. McPhayden

L. B. Jackson & Company (L. S.)
By Broxton Miller (L. S.)
Vice President (L. S.)
And R. H. Edney (L. S.)
Secretary & Treasurer

THE STATE OF North CAROLINA,
Buncombe County.

MORTGAGE OF REAL ESTATE.

Personally appeared before me T. R. Talmadge and made oath that he saw Broxton Miller, as Vice President and R. H. Edney as Secretary & Treasurer of the within named L. B. Jackson & Company sign, seal and as the act and deed of said copporation act and deed deliver the within written deed, and that he with M. McPhayden witnessed the execution thereof.

SWORN TO before me this 12th day of February A. D. 19 40

Lila G. King (L. S.)
Notary Public for North Carolina.
My Commission expires, Nov. 11, 1941

T. R. Talmadge

THE STATE OF SOUTH CAROLINA,
Greenville County.

Unnecessary
RENUNCIATION OF DOWER.

I, Notary Public for S. C., do hereby certify unto all whom it may concern that Mrs. the wife of the within named 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 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 day of A. D. 19

(Seal)
Notary Public, S. C.

Recorded February 12th 19 40 at 5:05 o'clock P. M.
By N.S.