MORTGAGE OF REAL ESTATE—GREM 7

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14586—6-13-40

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN

I, Elbert G. Allee

hereinafter spoken of as the Mortgagor send greeting.

WHEREAS I, Elbert G. Allee

justly indebted to C. Douglas Wilson & Co., 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 Fifty and no/100 Dollars ($ 3,450.00), lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, secured to be paid by my certain bond or obligation, bearing even date herewith, conditioned for payment at the principal office of the said C. Douglas Wilson & Co., in the City of Greenville, S. C., or at such other place either within or without the State of South Carolina, as the owner of this obligation may from time to time designate, of the sum of Thirty-four Hundred Fifty and no/100 Dollars ($3,450.00) with interest thereon from the date hereof at the rate of X per centum per annum, said interest and principal sum to be paid in installments as follows: Beginning on the 1st day of March, 1941 and on the 1st day of each month thereafter the sum of $ 25.01 to be applied on the interest and principal of said note, said payments to continue up to and including the 1st day of March, 1958, and the balance of said principal sum to be due and payable on the 1st day of April, 1958 the aforesaid monthly payments of $ 25.01 each are to be applied first to interest at the rate of five per centum per annum on the principal sum of $ 3,450.00 or so much thereof as shall from time to time remain unpaid and the balance of each monthly payment shall be applied on account of principal. Said principal and interest to be paid at the par of exchange and net to the obligee, it being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of interest, taxes, assessments, water rate or insurance, as hereinafter provided.

Satisfied and Cancelled 30 Day of Sept. 1970
Paul E. Burns
Witness: Delle Faulkenberry
R. M. C. for Greenville County, S. C.
#6446
Book 37
Page 197

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money mentioned in the condition of the said bond and for the better securing the payment of the said sum of money mentioned in the condition of the said bond, with the 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, conveyed 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 parcel, piece or lot of land with the buildings and improvements thereon, situate, lying and being

on the South side of Woodvale Avenue, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 249 on plat of Traxler Park, made by R. E. Dalton, Engineer, March 1923, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book F, at pages 114 and 115, and having, according to said plat, the following metes and bounds, to-wit:-

Beginning at an iron pin on the South side of Woodvale Avenue, joint front corner of Lots Nos. 249 and 250, said pin also being 1148.6 feet West from the Southwest corner of the intersection of Woodvale Avenue and Rock Creek Drive, and running thence with the line of Lot No. 250, S. 25-23 E. 200 feet to an iron pin; thence S. 62-34 W. 70.05 feet to an iron pin; thence with the line of Lot No. 248 N. 25-23 W. 202.5 feet to an iron pin on the South side of Woodvale Avenue; thence with the South side of Woodvale Avenue N. 64-34 E. 70 feet to the beginning corner.

This is the identical property conveyed to the mortgagor herein by deed of Susie L. Nance, dated October 25th, 1940, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 226 at page 305.

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 ever 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, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner therein specified, 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 also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee 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 solvency of any person or persons bonded 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 charges 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 the 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.

AND it is further covenanted and agreed that the whole of said principal sum and the interest shall become due, at the option of the said Mortgagee, upon failure of any owner of the above described premises to comply with the requirements of any Department of the City of Greenville, S. C., within thirty days after notice of such requirement shall have been given to the then owner of said premises by the said Mortgagee, or if the said premises are not maintained in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted, and within sixty days after notice by the Mortgagee to the owner to repair said premises, the owner shall fail to put the said premises in as good a state of repair as they were at the date of this mortgage, reasonable depreciation alone excepted. The Mortgagee shall be the sole judge as to what constitutes such state of repair or reasonable depreciation.