TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any wise incident or appertaining:
AND IT IS AGREED, by and between the said parties, that all plumbing, heating and lighting fixtures and appurtenances, and all such other goods and effects as are ever furnished by a landlord in letting any unfurnished building, which are or shall be attached to the building covered by these presents, by nails, screws, bolts, pipe connections, masonry or in any 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 part of the security for the indebtedness herein mentioned and to be covered by this mortgage.
TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns, forever. And the mortgagor does hereby bind himself, his heirs, executors, administrators and assigns, to warrant and forever defend, all and singular, the said premises unto the mortgagee, its successors and assigns, from and against the mortgagor, his heirs, executors, administrators and assigns, and all other persons whomsoever, lawfully claiming, or to claim, the same or any part thereof.
As a part of the consideration hereof and of the acts of said mortgagee hereunder, said mortgagor, on behalf of himself, his heirs, executors, administrators or assigns, hereby covenants and agrees with the mortgagee and represents and declares as follows:
1. Wherever there is a reference in the agreements, covenants, conditions and terms herein contained, to any of the parties thereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties, or involuntary by operation of law) of the same, and all obligations of the mortgagor herein and hereunder shall extend to and be binding upon the heirs, executors, administrators, and assigns of the mortgagor; all rights, powers, privileges and remedies herein conferred upon and given unto the mortgagee shall extend to and may be exercised and enjoyed by the successors and assigns of the mortgagee and by any agent, attorney or representatives of the mortgagee, its successors or assigns. Wherever the context so admits or requires, the singular number as used throughout this instrument shall include the plural, and the plural shall include the singular, and the masculine shall include the feminine.
2. Where, by the terms and conditions of the said note or of this instrument, a day or time is fixed for the payment of any money or the performance of any obligation or agreement, the time stated enters into the consideration, and is of the essence of the entire contract.
3. That the mortgagor is lawfully seized of the property hereinabove described in fee simple absolute, and has good, right and lawful authority to sell, convey or encumber the same, and that said premises are free and clear of all liens and encumbrances whatsoever, except this mortgage, or any suits affecting the same, and that all taxes and assessments have been paid, except those hereafter accruing.
4. That the mortgagor shall forthwith insure and keep insured, as may be required by the mortgagee, its successors or assigns, all buildings or improvements now or hereafter erected or situated upon said lands, and all equipment and personalty herein mortgaged, against loss or damage by fire (and by casualty, including tornado, windstorm or hail, if required by the mortgagee), in such form, such amounts and in such company or companies as shall be satisfactory to the mortgagee, the loss, if any, to be payable to the mortgagee, as its interests may appear at the time of the loss, and shall assign and deliver to the mortgagee said policy or policies of insurance under a mortgage clause in form satisfactory to the mortgagee, with premium paid thereon, and shall promptly pay when due all premiums for such insurance; and if additional insurance is taken out on the property, that all policies for same shall be delivered to said mortgagee, its successors or assigns, the same as in the required policy. In the event any sum of money becomes payable under such policy or policies, the mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured, whether due or not, and in the manner it may determine, or to permit the obligor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity or statutory right under or by virtue of this lien.
5. If required by the mortgagee, the mortgagor shall procure and deliver, or cause to be delivered, to the mortgagee title insurance for the benefit of the mortgagee, in such amount as requested by the mortgagee, in such form and in such insurance company as satisfactory to the mortgagee, insuring and guaranteeing that the property hereinabove described is owned by the mortgagor in fee simple absolute, free and clear of all liens except the mortgage securing this loan, and the taxes hereafter accruing, and shall pay the premiums for such insurance at the time of the consummation of this loan, or when demanded by the mortgagee; and upon his failure so to do, the mortgagee may procure such insurance.
6. The mortgagor covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and deliver the official receipts therefor to the Corporation, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six (6%) per cent. per annum.
7. It is further covenanted and agreed that the mortgagor will keep all buildings, fixtures or other improvements of any kind or nature now on said property in as good condition as they now are, and likewise will keep in good condition any buildings, fixtures or other improvements that should hereafter, with the consent of the mortgagee, be erected and placed thereon; and the mortgagor binds himself not to erect, or permit to be erected, any new buildings on the premises herein mortgaged, nor to add to, or permit to be added to, any existing improvements thereon, without the written consent of the holder, or holders, of said note and this mortgage; and will commit, permit or suffer no waste on said property of any kind, or any impairment or deterioration of said property, or any part thereof, or the destruction or removal from said property of any building, fixtures, or other improvements of any kind whatsoever, or do or suffer any act to be done in, upon or about said premises or any part thereof, whereby the value of the said mortgaged property shall be impaired or weakened as security for said debt. In the event of any violation, or attempt to violate, this stipulation, said note and mortgage shall immediately become due and collectible, at the option of the holder thereof, as provided for in case of other violations of the terms of the mortgage.
8. If the mortgagor shall fail to procure and maintain insurance on said property, as herein agreed, or after procuring the same shall fail to pay the premium therefor; or if the mortgagor shall fail to pay any taxes as and when the same shall become due and payable, as herein agreed; or if the mortgagor shall fail to keep the buildings or improvements now on said lot, or hereafter placed thereon, in good order and condition, then, in such event, the mortgagee may, at its election, procure such insurance and pay the premium thereon, and may pay any unpaid premium for insurance procured by the mortgagor, and may pay any taxes, liens, assessments or amount which should, under the terms of this instrument, be paid by the mortgagor, and may make, or cause to be made, any repairs necessary to place and keep the building and improvements on said lot in good order and condition; and any sum so paid or advanced by the mortgagee for insurance premiums, taxes, liens, assessments, judgments or other encumbrances or repairs shall be added to the principal debt hereby secured, and shall become part thereof, and the repayment thereof, with simple interest from the date of payment by the mortgage, at the rate of six per centum (6%) per annum, shall be secured by this instrument in the same manner and to the same extent as the original debt hereby secured; and the mortgagee shall be subrogated to all rights of the person or persons to whom such payments may be made. Any of said payments shall be optional with the mortgagee, and without waiving or affecting its right to foreclose, or any other right which it has under the note and mortgage.
9. The mortgagor hereby agrees to pay, all and singular, any costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the mortgagee, its successors or assigns, because of the failure on the part of the mortgagor, his heirs, executors, administrators or assigns to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and this mortgage, or either, and upon his failure so to do, any sums so expended may be added to the debt hereby secured and the mortgagee may reimburse itself under this mortgage.
10. It is further covenanted and agreed, that in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, any and all damages awarded for the taking of, or damages to, said premises, or any part thereof, shall be paid to the mortgagee, its successors or assigns, up to the amount remaining unpaid on the note and mortgage, and may be applied upon the payment, or payments, last payable thereon.
11. It is further covenanted and agreed, that should any proceedings be commenced for the foreclosure of any second mortgage or other lien affecting the premises covered by this mortgage, the mortgagee may, at its option, immediately declare its lien and the note which it secures due and payable, and start such proceedings as in its judgment may be necessary to protect its interest in the premises.
12. PROVIDED, ALWAYS, NEVERTHELESS, And it is the true intent and meaning of the parties to these presents, that if the mortgagor shall well and truly pay, or cause to be paid, unto the mortgagee, its successors or assigns, the said debt or sum of money, with interest thereon, if any shall be due, and shall perform all the agreements, conditions, covenants and terms according to the true intent of said note and this mortgage, then this mortgage shall cease, determine and be utterly null and void. But if the mortgagor shall fail to promptly and fully pay any installment of principal or interest within ninety days after the same becomes due and payable, or shall fail to procure and maintain insurance on the buildings on said land, or to pay the premium on any insurance procured by him or the mortgagee when and as the same becomes due and payable, or shall fail to pay any taxes, liens, assessments or amounts mentioned herein or constituting a part of the debt secured, before or when the same shall become due and payable, or shall fail to reimburse the mortgagee for any amounts paid on his behalf when the same shall be demanded; or if the buildings and/or other improvements on said land are not kept in as good condition as they now are, or the mortgagor shall erect or permit to be erected any new buildings on said land without the consent in writing of the mortgagee; or if injury or waste is committed or permitted to or on said property, or the buildings or improvements thereon, or any fixtures or improvements are removed from or changed on said property, without the consent in writing of the mortgagee, all in accordance with the covenants herein contained; or if the mortgagor shall fail to keep, observe or perform or shall violate any of these, or any other, agreement, condition, covenant, stipulation or term of this instrument, or the note which it secures, the whole amount of said debt, at the option of the mortgagee, shall become due and collectible at once, anything hereinbefore or in said obligation contained to the contrary notwithstanding. And upon said debt being due and collectible, it shall and may be lawful for the said mortgagee, its successors or assigns, and the said mortgagor doth hereby empower and authorize the said mortgagee, its successors or assigns, to grant, bargain, sell, release and convey the said premises, with the appurtenances, at public auction or vendue at the door of the Court House in the County aforesaid, to the highest bidder, for cash, three week's previous notice of the time, place and terms of sale having been first given once a week in some newspaper published in said County, at which sale they, or any of them, shall have the right to become purchasers of the said premises, and on such sale to make and execute to the purchaser, or purchasers, his, her or their heirs and assigns forever, a conveyance in fee of the said premises, freed and discharged from all equity of redemption and right of dower, and all and any other encumbrance, subsequent to this mortgage; and after deducting from the proceeds of said sale all taxes due thereon, the principal and interest due on said debt, and any and all sums paid out by the mortgagee hereunder, not exceeding ten (10%) per cent. attorney[s fees, premiums of insurance, and any costs and charges of the said sale, then to hold the over-plus subject to the rights of the holder of any subsequent lien or encumbrance on the said premises who may give express notice in writing of his holding the same; and if no such claim be made, then to pay such over-plus to the said mortgagor. But if the said proceeds shall be insufficient to pay the said debt, interest, taxes, fees, costs and charges, the amount unpaid shall not be extinguished by the mortgagee becoming the purchaser of the premises. The completion of said sale, by conveyance, shall entitle the purchaser to immediate possession of the premises, and the mortgagor, or any person holding under him, shall then become and be tenants holding over; and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed. In case of sale by any corporation as mortgagee or assignee of this mortgage, the deed shall be executed in the name of the mortgagor by the President, Manager or Agent of said corporation, as attorney in fact. The power and agency hereby granted are coupled with an interest, and are irrevocable by death, or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.
13. The mortgagor represents and declares as a condition hereof and as a part of the consideration for the loan secured hereby, that he does hereby waive and renounce for himself, his heirs, administrators, and executors all rights that now exist or that may hereafter exist under the laws of the State of South Carolina to require an appraisal of the property herein described, before or after the foreclosure sale thereof, and agrees to pay the full amount of the indebtedness secured hereby, and the full amount of the deficiency in the payment thereof that may be established by the foreclosure sale of the property herein described, without requiring an appraisal of the property herein described, either before or after the foreclosure sale thereof, and without any defense or set-off because of the alleged true value of said land, or for any reason.
14. And the said mortgagor doth, as additional security, hereby assign, set over and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises that may be unpaid or uncollected and that accrue or fall due from and after any default by mortgagor hereunder, or any breach or violation of any agreement, condition, covenant or term of the note or mortgage, or after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, and if said premises be not rented, the receiver shall have the right to rent out the premises; all without consideration of the value of the mortgaged premises, as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount, anything herein or elsewhere to the contrary notwithstanding.
15. In the event said debt, or any part thereof, is established by or in any action for foreclosure of this mortgage, the mortgagee may also recover of the mortgagor, in addition to the said debt or so much thereof as shall be unpaid, a reasonable sum, not exceeding ten (10%) per cent upon the amount due, for attorney's fees, which shall be secured by this mortgage and shall be included in any judgment of foreclosure recovered.
16. All rights and powers herein conferred are cumulative of all other remedies and rights allowed by law and may be pursued concurrently.
17. In case of error or omission in this mortgage or the note which it secures, a mortgage or note to correct the same, dated as of this date, will be promptly executed by the mortgagor.
18. It is further covenanted and agreed that any waiver by the mortgagee of any agreement, condition, stipulation or covenant of this instrument, or any violation thereof, shall not be construed as a waiver of the act at any subsequent time, or of any similar or other act or acts of commission or omission at that time or at any subsequent time.
19. The mortgagor shall hold and enjoy the said premises until default in the payment of any of the installments, as provided in said note, or breach of any of the covenants or conditions of this mortgage shall be made; however, any agent or representative of the mortgagee may enter upon said premises at any time for the purpose of inspecting same, or for any other purpose desired by the mortgagee.

WITNESS our hands and seals this 27th day of April in the year of our Lord one thousand nine hundred and thirty four and in the one hundred and fifty eighth year of the Sovereignty and independence of the United States of America.

Signed, Sealed and Delivered in the Presence of:
Mary Slattery
J. L. Love,

Pete George (Seal)
Zekalie George, (Seal)
(Seal)

THE STATE OF SOUTH CAROLINA,
County of Greenville

Before me, J. L. Love, Notary Public of South Carolina, personally appeared Mary Slattery and made oath that s he saw the within named Pete George and Zekalie George, sign, seal and, as their act and deed, deliver the within written deed, for the uses and purposes herein mentioned, and that s he, with J. L. Love witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me, this 30th day of April, 19 34
J. L. Love,
Notary Public of South Carolina. (L. S.)

Mary Slattery

THE STATE OF SOUTH CAROLINA,
County of Greenville

RENUNCIATION OF DOWER

I, J. L. Love, Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Zekalie George, the wife of the within named Pete George,

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 HOME OWNERS' LOAN CORPORATION, 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 30th day of April, 19 34
J. L. Love
Notary Public of South Carolina. (L. S.)

Zekalie George,

Recorded April 30th 19 34 at 12:50 o'clock P. M.