TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or or appertaining.
TO HAVE AND TO HOLD, all and singular, the said Premises unto the said Mortgagee, her successorsHeirs
and Assigns, forever. And Ido hereby bindmyself and myHeirs, Executors and Administrators
to warrant and forever defend all and singular the said Premises unto the said Mortgagee and her successors
from and againstme and myHeirs, Executors, Administrators and Assigns, and every person whom-soever lawfully claiming or to claim same or any part thereof.
And the said Mortgagor agree to insure the house and buildings on said lot in a sum of not less than
Six Hunderd (\$600.00) Dollars in a company or companies satisfactory to the Mortgagee; and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Mortgagee; and that in the event that the Mortgagor shall at any
time fail to do so, then the said Mortgagee may cause the same to be insured in her name and reimburse herself for the premium and expense of such insurance under this mortgage, with interest.
And if at any time any part of said debt, or interest thereon, be past due and unpaid,hereby assign the rents and profits
of the above described premises to said mortgagee, or her Heirs, Executors, Administrators or Assigns, and agree 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 thereof (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 it is the true intent and meaning of the parties to these Presents, that if the said Mortgagor do and shall well and truly pay or cause to be paid unto the said Mortgagee the debt or sum of money, 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 the said Mortgagorts hold and enjoy the said Premises until default of payment shall be made.
WITNESShand and seal, this25thday ofMay, in the year
of our Lord one thousand, nine hundred and thirty-eight and in the one hundred and sixty-second year of the Independence of the United States of America.
Signed, Sealed and Delivered in the Presence of:
H. K. Townes James S. Cummings (L. S.)
Mary Seyle (L. S.)
(L. S.)
THE STATE OF SOUTH CAROLINA
Greenville County MORTGAGE OF REAL ESTATE
PERSONALLY appeared before meand made oath
that S he saw the within named James S. Cummings
sign, seal and as his act and deed deliver the within written deed, and that S he, with H. K. Townes witnessed the execution thereof.
SWORN TO before me thisday of
May, A. D. 1938 Mary Seyle
H. K. Townes Notary Public for South Carolina
THE STATE OF SOUTH CAROLINA, RENUNCIATION OF DOWER
Greenville County.
I, Mary Seyle, a Notary Public for S.6., do hereby certify unto
all whom it may concern that Mrs. Annie May Cummings , 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
Mrs. Lila E. Earle, Executrix, her sucessors. Heirs and Assigns, all her interest and estate, and also all her rights and claim of Dower of, in or to all and singular the Premises within mentioned and released.
GIVEN under my hand and seal, this
of
Notary Public for South Carolina. Recorded May 26 , 19 38at 12:26 o'clock Pe M.