

MORTGAGE OF REAL ESTATE

for the said loan or debt herein, and that the said Mortgagee--, or holder hereof, shall be the judge as to the same as to whether it impairs the said security.

4. It is also Covenanted and Agreed, that in case of default in payment under any of the conditions of the said Note--, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified hereinbefore, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kind to foreclose this mortgage is commenced or instituted by said Mortgagee or his Heirs, Executors, Administrators or Assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and profits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee--as part of--security. The Proceeds thereof after the payment of all costs and expenses incurred in obtaining said Receiver shall be applied to the payment of the said above mentioned debt.

6. It is also Covenanted and Agreed, that in case the said debt, or any part thereof, is established by any action for foreclosure or of debt on the said NOTE--that the said Mortgagee--in addition to the said debt shall also recover of the said Mortgagor--all attorney's fees incurred not to exceed Ten per cent. of the amount of this debt and interest, or in case the said Note--and mortgage shall be placed with an attorney for collection, all attorney's fees shall be due and collectable as a part of this debt and stand secured by this mortgage.

7. It is also Covenanted and Agreed, that the said Mortgagor--shall hold and enjoy the possession of said premises until default of payment as here provided or a breach of some of the covenants and agreements herein shall be made.

WITNESS our Hand and Seal this 30th day of January, A. D., 1942, Nineteen Hundred forty-two.

Signed, Sealed and Delivered

in the presence of:

H. K. Townes

Clyde Simmons (L.S.)

Joseph G. Neuwirth

Mrs. Lula Simmons (L.S.)

THE STATE OF SOUTH CAROLINA.

COUNTY OF GREENVILLE.

PERSONALLY appeared before me H. K. Townes and made oath that he saw the within named Clyde Simmons and Mrs. Lula Simmons sign, seal and as their Act and Deed deliver the within written Deed, and that he with Joseph G. Neuwirth witnessed the execution thereof.

SWORN TO before me this 30th day of January, A. D., 1942.

Joseph G. Neuwirth (L.S.)

H. K. Townes

Notary Public for South Carolina.

THE STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

RENUNCIATION OF DOWER.

I, H. K. Townes, a Notary Public for South Carolina do hereby certify unto all whom it may concern that Mrs. Lula Simmons the wife of the within named Clyde Simmons 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 E. L. Ross, his Heirs and Assigns all her interest and estate and also 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 30th day of January, A. D., 1942.

H. K. Townes, (L.S.)

Mrs. Lula Simmons

Notary Public for South Carolina.

Recorded January 30th, 1942, at 12:22 P.M. #1352 BY:N.S.