

G.R.E.M. 5-A

The above described land is the same conveyed to me by E. M. Bishop, et al,

on the 9th day of August 1945, to be deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book X, Page X

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 W. A. Smith, his

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee,

us, our Heirs and Assigns, from and against his Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagor, agree to insure the house and buildings on said land, for not less than Six hundred no/100

Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage.

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 said debt or sum of money aforesaid, with interest thereon, if any shall 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 mortgagor are to hold and enjoy the said premises until default of payment shall be made. And if at any time any part of said debt, or interest thereon, be past due and unpaid we hereby assign the rents and profits of the above described premises to said

mortgagee, or his 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, cost and expenses without liability to account for anything more than the rents and the profits actually collected.

WITNESS our hands and seals, this 1st day of September in the year of our Lord

one thousand nine hundred and forty-five

Signed, Sealed and Delivered in the Presence of

Mary S. Wilburn

D. B. Leatherwood

J. W. Burns (L.S.)

Floria M. Burns (L.S.)

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

PROBATE

Personally appear before me Mary S. Wilburn

and made oath that s/he saw the within named J. W. Burns and Flora M. Burns

sign, seal and as their act and deed deliver the within written deed, and that s/he with D. B. Leatherwood witnessed the execution thereof.

SWORN to before me this 1st

day of September A. D., 19 45

D. B. Leatherwood (Seal) Notary Public, S. C.

Mary S. Wilburn

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

RENUNCIATION OF DOWER

I, Mary S. Wilburn a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that

Mrs. Flora M. Burns, the wife of the within named J. W. Burns 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 W. A. Smith, his

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 1st

day of September A. D., 19 45

Mary S. Wilburn (Seal) Notary Public, S. C.

Flora M. Burns

Recorded December 29th 19 45 at 10:45 o'clock A. M. By: EC

For value received I do hereby assign, transfer and set over to

the within mortgage and the note which it secures without recourse, this

day of, 19

Witness: