

HOME OWNERS' LOAN CORPORATION

ORIGINAL

ATLANTA, GA. REGIONAL OFFICE

July 20, 1939

Date of Statement

STATEMENT OF BORROWER'S ACCOUNT

Name: Charles & Mattie Johnson Loan No. 38-23-A-1047
2472 Taylor Street
 Address Columbia, South Carolina
 Address of Mortgaged Property
 if other than billing address _____

DATE	DETAIL	
May 23, 1934	1 Original Amount of Loan.....	1,109.98
	2 Advanced for.....	
	3 " ".....	
	4 " ".....	
	5 Total of Original Loan and Advances.....	1,109.98
	6 Total Payments and Credits	490.87 ^
	7 Applied to Interest	265.54
	8 Applied to Principal.....	225.33
	9 Principal Balance Due.....	884.65 ^
	(Including Delinquent Principal of <u>6.58</u>)	
	10 Unpaid Interest due as of <u>July 23, 1939</u>	3.69
	11 TOTAL AMOUNT DUE.....	888.34 ^
	12 Interest rate per day <u>\$0.12286</u>	Installment Rate <u>\$10.27</u>
	13 Date of Last Payment: <u>June 22, 1939</u> Amount: <u>\$10.27</u>	

Remarks:

CERTIFICATION BY REGIONAL ACCOUNTANT

The above statement is accurate and complete as reflected by the books and records of this office.
 Subject to any outstanding charges
 Held in Suspended Credit (Acct. 227) \$ None
 Held in Suspended Credit (Acct. 217-3) \$ None

K. A. FRIES, REGIONAL ACCOUNTANT

BY [Signature] DEPUTY

Pursuant to the provisions of Title 28, Section 661 of the Code of the Laws of the United States (1934 Edition, page 1299), the undersigned, Regional Accountant of the Home Owners' Loan Corporation, a United States Corporation, hereby certifies that the above statement of account is a full, true and complete copy of the records of the Home Owners' Loan Corporation relating to the loan account above mentioned as appears from the records of account kept by said Corporation under my supervision, which said records are now in my custody as such Regional Accountant and on file in the _____ Regional Office of said Corporation. Given under my hand and authenticated by the seal of the Home Owners' Loan Corporation this _____ day of _____ 1939.

Regional Accountant

THE STATE OF SOUTH CAROLINA,

COUNTY OF RICHLAND

RENUNCIATION OF DOWER

I, *Charles Johnson*, *Mattie Johnson*,
whom it may concern, that Mrs. *Mattie Johnson*,
named *Charles Johnson*,
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 *25th*
day of *May*, 193*4*.
Charles Johnson (L. S.)
Notary Public of South Carolina.

Mattie Johnson

THE STATE OF SOUTH CAROLINA,
County of **RICHLAND**



CHARLES and MATTIE JOHNSON

TO

HOME OWNERS' LOAN CORPORATION

MORTGAGE OF REAL ESTATE

4 hereby certify that the within mortgage has been
this *25* day of *May*, A. D. *1934*,
Recorded in my office in Book of Mortgages,
page *6 at 104-1111*
C. E. Humant
Clerk of the Court of Common Pleas and General
Sessions for *Richland* County.

HOME OWNERS' LOAN CORPORATION

THE STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND

AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That we, Charles and Mattie Johnson, of the City of Columbia, in the County of Richland, in the State of South Carolina,

SEND GREETINGS:

and hereinafter known and designated as Mortgagor, whether one or more,
WHEREAS, the mortgagor stands indebted unto HOME OWNERS' LOAN CORPORATION, a Corporation created under Section 4 of an Act of Congress of the United States of America, known as Home Owners' Loan Act of 1933, approved June 13, 1933, with its principal place of business in the City of Washington, in the District of Columbia, in the United States of America, hereinafter known and designated mortgagee, as evidenced by a certain promissory note of even date herewith, for the full and just principal sum of **One Thousand One Hundred Nine and 98/100** - - - - Dollars (**\$1,109.98** - - - -), payable to the order of the mortgagee, together with interest thereon from the date at the rate of **five** per centum (**5%**) per annum on the balance remaining from time to time unpaid; both principal and interest being payable on an amortization plan in monthly installments of **Eight and 78/100** - - - - - Dollars (**\$ 8.78** - - - - -) per month on the first day of each and every month hereafter; the payments being applied, first, to interest on unpaid balances, and the remainder to principal until said debt is paid in full. Extra payments may be made on the due date of any installment, and interest will be charged only on the balance of said debt remaining unpaid.

IT BEING AGREED by the terms of said note that the borrower, or undersigned, may pay the sum of **Four and 62/100** - - - - - Dollars (**\$ 4.62** - - - - -) monthly from date to and including June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of the note, and the instruments securing the same, are promptly met, and thereafter, the monthly payment shall be **Ten and 27/100** - - - - - Dollars (**\$ 10.27** - - - - -) per month, to be applied, first, to interest on the balance remaining unpaid, and the remainder to principal, until said debt is paid in full, all of which, and such other terms and conditions as contained in said note, will fully appear by reference thereto; default in payment of any installment of principal and/or interest for a period of ninety (90) days to render the whole debt due at the option of the mortgagee.

NOW KNOW ALL MEN, That the mortgagor, in consideration of the said debt and the sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of the said note and of this mortgage, and also in consideration of the further sum of Three Dollars (\$3.00) to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold and released, in fee simple, and by these presents does grant, bargain, sell and release, in fee simple, unto the mortgagee, its successors and assigns, the following described land, to wit:

All that certain piece, parcel or lot of land, with the improvements thereon, or to be erected thereon, situate, lying and being **on the southern side of the extension of Taylor Street or Camden Road, being known as No. 2472 Taylor Street, in the City of Columbia, in the County of Richland, in the State of South Carolina; containing one-fourth (1/4) of an acre, more or less; bounded on the north by the extension of Taylor Street or Camden Road, measuring thereon fifty-two feet two inches (52' 2"), more or less; on the east by lot now or formerly of Minnie Campbell, measuring thereon two hundred eight feet eight inches (208' 8"), more or less; on the south by lot now or formerly of Peter Wall, measuring thereon fifty-two feet two inches (52' 2"), more or less; and on the west by lot now or formerly of James Singleton, measuring thereon two hundred eight feet eight inches (208' 8"), more or less; and being the same premises conveyed to Charles and Mattie Johnson by Standard Building & Loan Association, pursuant to Contract of Sale, by deed dated May 22, 1934, recorded May 25, 1934, in the Office of the Clerk of Court for Richland County in Book of Deeds "974", at Page 569.**

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 mortgagee, 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,

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 weeks' 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 hand and seal this **23rd** day of **May** 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 Belle
Grabelle Smith

Charles Johnson (Seal)
Matthew Johnson (Seal)

THE STATE OF SOUTH CAROLINA,
COUNTY OF **RICHLAND**

Before me, **G. Truette Smith**, a , Notary Public of South Carolina, personally appeared

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

M O R T G A G E

CHARLES AND MATTIE JOHNSON

(MORTGAGOR)

TO

HOME OWNERS' LOAN CORPORATION,

(MORTGAGEE)

Dated the 23rd day of May,

1934. Recorded the 25th day of

May, 1934, in the Office

of the Clerk of the Court, of

Richland County, S.C., in Book of

Mortgages # GY, Page # 6.

Secures the mortgagor's obligation for
\$1109.98 and interest and covers
lands in said mortgage more fully described.

STATE OF GEORGIA

COUNTY OF FULTON

The note for which the above described mort-
gage, as attached hereto, was given to secure having been paid in full, the said
mortgage is herein and hereby declared satisfied, and the property released from
the lien created thereby, and the Clerk of the Court of
Richland County, is duly authorized to cancel the same of record.

Witness the hand and seal of this Corporation,
this the 9th day of October, 1939.

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]
[Handwritten Signature]

HOME OWNERS' LOAN CORPORATION

BY [Handwritten Signature] (L.S.)
REGIONAL TREASURER

STATE OF GEORGIA

COUNTY OF FULTON

Personally appeared before me [Handwritten Signature]
, who being duly sworn deposes and says that he saw the above