

on Poinsett Highway. For a more detailed description see plat of Property of Berry's, Incorporated Greenville, S. C., February, 1966, as revised November 3, 1967, by C. O. Riddle, Registered land surveyor, copy of which is recorded simultaneously herewith in the Clerk of Court's Office for Greenville County, in plat book vvv-135

*from first page: It is understood, agreed and conditioned that the first payment is to commence on the 15th of the month after the month in which the building and black topping are completed and the terms of the contract between Berry's, Inc. and Jones, Inc. of November 21, 1967 are fulfilled. In the event the construction cost is under ~~TWENTY EIGHT THOUSAND AND 00/100~~ (\$28,000.00) DOLLARS in accordance with the said contract, then payments on the note and mortgage will be reduced correspondingly according to the reduced construction cost; said reduced payments to be made on the end payments of the principal and the amount of the principal of the note and mortgage to be reduced accordingly. The contract referred to is recorded in Deed Book 833, page 177 and page 179, R. M. C. office for Greenville county.

If the principal sum of \$35,500.00 is paid before maturity, then interest at the rate of 7% per annum will be computed from the date of the first payment to the date of final payment on said sum, and paid accordingly.

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 **Berry's, Incorporated, its Successors** and Assigns forever.

AND the said **Jones, Incorporated**

and Assigns

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said **Berry's, Incorporated, its**

Successors and Assigns

and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than **its insurable value**

~~Return~~ in such Company as shall be approved by the Mortgagee **its Successors** ~~or assigns,~~ or assigns, and shall ~~assign~~ the policy to the said Mortgagee, and in default thereof, the said Mortgagee, **its Successors** ~~or assigns~~ or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insureds, that the said Mortgagee **its Successors** ~~or assigns,~~ or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee **its Successors** ~~or assigns,~~ or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.