

This is the same conveyed to Albert C. Nimmons and Marie A. Nimmons by J. B. Brookie by deed dated July 12, 1961 recorded in deed book 678 page 87 Greenville County R. M. C. Office.



6784

The within mortgagor(s) agree not to transfer or convey the within described property without the consent of the CITIZENS BUILDING AND LOAN ASSOCIATION or its successors or assigns and agree that if the within described property is conveyed and mortgage assumed by any other person, corporation or partnership without the consent of CITIZENS BUILDING AND LOAN ASSOCIATION the entire amount due on the note will become due and payable, plus reasonable attorney's fees if court proceeding is necessary. The mortgagee may charge a reasonable transfer fee when the mortgage is assumed by another party.

TOGETHER WITH all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, its successors and assigns, forever.

And **we** do hereby bind **ourselves and our** Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said CITIZENS BUILDING AND LOAN ASSOCIATION; Greer, S. C., its successors and assigns, from and against **our** Heirs, Executors, Administrators and assigns, and every person whomsoever lawfully claiming the same, or any part thereof.

AND we do hereby agree to insure the house and buildings on said lot in a sum not less than **Eighteen Thousand and No/100** Dollars fire insurance, and not less than **Eighteen Thousand and No/100** Dollars windstorm insurance, in a Company or Companies acceptable to the Mortgagee, and to keep the same insured from loss or damage by fire and/or windstorm, and do hereby assign the policy or policies of insurance to the said Mortgagee, its successors and assigns, to the extent of its interest therein; and in the event **we** should at any time fail to insure said premises, or pay the premiums therein, then the said Mortgagee, its successors or assigns, may cause the said houses and buildings to be insured in the owner's name(s), and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest thereon.

4328 RV-23