

property conveyed to J.H. Langley in Deed Book 538, Page 397, running in an easterly direction with the arc of a circular curve having a radius of 319.97 feet to the right, a distance of 182.34 feet to a nail in the centerline of said spur track; thence continuing with said spur track N. 66-35-45 E. 140.41 feet to a nail in the centerline of said track; thence continuing with said track, running in an easterly direction with the arc of a circular curve having a radius of 459.56 feet to the right, a distance of 69.54 feet to a point in the western line of that property conveyed to W.B. Schoolfield in Deed Book 642, Page 260; thence running with said Schoolfield's line S. 48-01-02 E. 21.00 feet to an iron pin, the corner of Schoolfield's property and that property conveyed to Benson's of S.C., Inc. in Deed Book 981, Page 486 and thence with the western line of said Benson's property S. 29-37-01 E. 150.83 feet to an iron pin in the northern line of that property conveyed to Sparten Petroleum Company in Deed Book 690, Page 179; thence with said Sparten line and with the northern line of that property conveyed to N.A. Waldrop in Deed Book 1085, Page 524 S. 70-01-29 W. 74.82 feet to an iron pin in said Waldrop's line; thence continuing with said Waldrop's line the following three calls: (a) S. 65-00-19 W. 146.21 feet to an iron pin; (b) S. 52-59-38 W. 77.00 feet to an iron pin; (c) S. 50-19-20 W. 122.73 feet to the 4"x4" cast iron marker in the eastern margin of Pinckney Street, the point of BEGINNING, being 1.5496 acres.

The above description is taken from a survey by Smith & McConnaughey, P.A., Registered Surveyors, dated January 23, 1981 and entitled "Property of A.L. Atkins", said survey recorded herewith in the Greenville County RMC.

Being that same property conveyed to W.H. Sutherland by Frank P. McGowan, Jr., Master, by deed dated March 7, 1980 and recorded in Deed Book 1122, Page 59. Reference is also made to a corrective deed from Frank P. McGowan, Jr., Master, dated ~~March 7~~ 7, 1980 and recorded January 15, 1981 in Deed Book 1140, Page 802.

Also. assign and set over all the rents, profits and income arising from the mortgaged premises described above.

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. H. Sutherland his heirs and assigns forever. And does ~~so~~ hereby bind his

heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said W. H. Sutherland, his heirs and assigns from and against A. L. Atkins and his heirs, executors, administrators and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED by and between the said parties, that the said Mortgagor his Heirs, Executors or Administrators, shall and will forthwith insure the House and Buildings on said lot and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said W. H. Sutherland Executors, Administrators, or Assigns, and in case he or they shall at any time neglect or fail to do so, then the said Mortgagee his Executors, Administrators, or Assigns, may cause the same to be insured in their own name, and reimburse themselves for the premium and expenses of said insurance under the mortgage.

PROVIDED ALWAYS, NEVERTHELESS and it is true intent and meaning of the parties to these Presents, that if the said A. L. Atkins does ~~so~~ and shall well and truly pay, or cause to be paid unto the said W. H. Sutherland the said debt, or sum of money aforesaid, with the interest thereon, if any shall be due according to the true intent and meaning of the said Bond and Condition thereunder written, and all sums of money provided to be paid by the mortgagor, his Heirs, Executors, Administrators or Assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue. And it is agreed, by and between the said parties, that A. L. Atkins is to hold and enjoy the said premises until default of payment shall be made

And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, the said Mortgagor his Heirs, Executors, Administrators or Assigns, shall be chargeable with all costs of collection, including ten per cent. of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees together with all costs and expenses are hereby secured and may be recovered in any suit or action hereupon or hereunder.

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