

and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel, or lot of land situate lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Old Farr's Bridge Road and being shown as Lot 10 on a plat of Saluda Hills made by Carolina Engineering and Surveying Company on June 16, 1965 and recorded in the RMC Office for Greenville County in Plat Book "JJJ" at page 33-B and being further known and designated as the property of Johnny D. Hardin on a plat made by Richard Wooten Land Surveying Company on May 5, 1978, and recorded at Plat Book 6-0, page 96 and being described as follows:

BEGINNING at an iron pin on Old Farr's Bridge Road 325 feet South of Harbor Drive and running thence N. 13-45 W. 293.2 feet; thence N. 49-10E. 36.5 feet to a point; thence S. 46-19 E. 233.6 feet to a point; thence S. 40-35 W. 193.6 feet to the point of beginning.

THIS conveyance is made subject to those protective covenants recorded in the RMC Office for Greenville County in Deed Book 785 at page 617 and to any other restrictions, easements or rights-of-way which are a matter of public record or which an inspection of the premises would or should reveal.

THE above-described property is the same acquired by the Mortgagor by deed from Donald L. and Cleo V. Murphy dated May 4, 1978 and recorded on May 5, 1978 in Deed Book 1078 at page 685 in the RMC Office for Greenville County, South Carolina.

The mortgagor herein does hereby covenant and represent unto the mortgagee its successors and assigns that he is fully seized in fee of the property above-described, and that the property is free of all encumbrances except a *** 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 THE SOUTH CAROLINA NATIONAL BANK, its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK, its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and/or obligation secured hereby and in such order as Mortgagee may determine; or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. In the event of foreclosure, the Mortgagee shall have the right to cancel or assign each policy of insurance and apply any proceeds received therefrom on the mortgage debt. In the event the Mortgagor shall at any time fail to keep the buildings and improvements on the property insured as above provided, then the Mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND IT IS FURTHER AGREED, that said Mortgagor shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, and such payment shall become a part of the debt secured by this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

***mortgage to Panstone Mortgage Service executed on May 5, 1978, and recorded in the RMC Office for Greenville County at Mortgage Book 1431, page 253, and assigned to Engel Mortgage Co, Inc., on May 5, 1978 as recorded in Mortgage Book 1431, page 251, and further assigned to Federal National Mortgage Association as recorded at Mortgage Book 1435, page 637.

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