

Being a part of the property conveyed to us by College Park Realty Corporation by deed dated April 9, 1948, and recorded in the office of the R. M. C. for Greenville County in Deed Book 742, Page 490.

TOGETHER with the right of ingress, egress, and regress over the privately owned road 20 feet wide in the rear and running parallel with Lots Nos. 24, 25 and 26 and the eastern 10 feet of Lot 27 herein-above described.

ALSO All the right, title and interest of the mortgagors in and to the privately owned water lines located on the mortgaged premises.

There is included in this mortgage all furniture and fixtures or other chattels located on the above-described tract, including, but not limited to, the following: 25 beds 4x6; 18 dresser desks; 18 mirrors 32x44; 18 night tables; 18 chairs for tables; 18 large arm chairs; 18 vanity benches; 25 innerspring mattresses; 25 box springs; 3 dozen steel waste cans; 18 table lamps, together with all additions thereto and replacements thereof.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said PILOT LIFE INSURANCE COMPANY its successors or assigns forever.

And the said mortgagor does hereby bind himself and his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said PILOT LIFE INSURANCE COMPANY, its successors or assigns, from and against himself and his heirs, executors, administrators and assigns, and against every person, whomsoever, lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties of these presents that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said PILOT LIFE INSURANCE COMPANY, its successors or assigns, the said debts and sums of money aforesaid, with interest thereon if any shall be due, according to the true intent and meaning of this instrument and of the said note and the conditions therein written, then this deed of bargain and sale shall cease and be void; otherwise, it shall remain in full force and authority.

And it is covenanted and agreed that all times during the continuance of this mortgage and until said mortgage shall be fully paid or released, the mortgagor will keep all improvements now or hereafter on said premises unceasingly insured against fire, tornado and such other casualty as may be required by the PILOT LIFE INSURANCE COMPANY, its successors or assigns, in such responsible insurance company or companies as shall be satisfactory to the mortgagee, its successors or assigns, in an amount satisfactory to said mortgagee, its successors or assigns, with a mortgagee and subrogation clause satisfactory to the mortgagee attached to said policy or policies of insurance; that if a greater amount of insurance is placed upon the said improvements than the amount aforesaid, all such insurance shall be made payable in case of loss as aforesaid and with like subrogation clause; that all of said insurance policies shall be at all times deposited with the mortgagee and that all premiums on all of the policies of insurance shall be promptly paid when due. In case of loss and payment by any insurance companies, the amount of the insurance money paid shall be applied either on the indebtedness secured hereby, or in rebuilding and restoring the damaged buildings or other improvements as the mortgagee may elect. And it is further covenanted and agreed that in the event that the mortgagor shall fail to pay any premiums for insurance upon said improvements, then the mortgagee or its successors or assigns shall have the right to insure said improvements and to pay the premiums therefor and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of six per cent. per annum. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

And it is covenanted and agreed that said mortgagor will keep the premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted. In the event the premises are in need of repair at any time hereafter during the term of this mortgage, and the said mortgagor fails or refuses to make or have made the needed repairs, the said mortgagee shall have the right at its option to have the needed repairs made and pay for the same and the amount so paid shall be secured by this mortgage and shall bear interest from the date of payment at the rate of six per cent. per annum.

It is further covenanted and agreed that the said mortgagor shall procure or cause to be procured from the mortgagee, or some other reliable life insurance company, a policy or policies of life insurance of a kind and in an amount satisfactory to said mortgagee on the life of some person acceptable to said mortgagee as an insurance risk, and will pay or cause to be paid as they become due, all premiums on said policy or policies until the debt secured hereby is paid, and as additional collateral for the indebtedness hereunder secured will keep said policy or policies constantly assigned to said mortgagee in accordance with the terms of a form of assignment to be furnished by said mortgagee.

And it is covenanted and agreed that the mortgagor shall pay all taxes and assessments, general or special, which may be assessed upon said land, premises or property without regard to any law heretofore enacted imposing payment of the whole or any part thereof upon the mortgagee; that upon violation of this undertaking or the passage by the state of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee; or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the mortgagor as herein provided, to pay any taxes or assessments is legally inoperative, or is illegal, then and in any such event the debt hereby secured, without deduction, shall at the option of the mortgagee become immediately due and collectible notwithstanding anything contained in the mortgage or any law hereafter enacted. The mortgagor agrees not to suffer or permit all or any part of said taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein to be sold for taxes, and further agrees to furnish annually to the mortgagee, on or before the 15th day of November, the certificate of the proper authority, showing full payment of all taxes and assessments. And it is agreed that in the event that the mortgagor shall fail to pay said taxes or assessments, that the mortgagee, or its assigns, shall have the right to pay the same and the sums so paid shall stand secured by this mortgage and shall bear interest from the date of payment at the rate of six per cent. per annum.