

of West Elford Street, Greenville, South Carolina.

4. Lease of Lila E. Earle to Southern Mortgage Investment Co., Inc. dated 12/1/58 and recorded in said R.M.C. Office in Deed Book 613 at page 297; Block Book Number 3-2-14, on Townes Street, near the intersection of West Elford Street, Greenville, South Carolina.

The within mortgage is not assumable without the mortgagee's written permission:

The mortgagor expressly waives the right to any appraisal laws of the State of South Carolina, including South Carolina Code Sections 45-88 through 45-96, and agrees that personal liability upon foreclosure will exist for the full difference between the amount of the judgment of foreclosure and the amount realized from judicial sale.

In addition to the covenants and agreements hereinafter set forth, the Mortgagor also covenants and agrees that the Mortgagee or its agents or representatives shall be entitled to possession of the above described premises, at the option of the Mortgagee, without judicial process and without the necessity of foreclosing this mortgage, for the purpose of remedying any default which the Mortgagor as Lessee under any one or more of the above-mentioned leases may commit or allow to exist and fail to remedy in accordance with the terms and provisions of said leases.

The foregoing leases cover the majority of the parcels constituting the property occupied by business named Cabana Inn, and also the restaurant on the premises.

All of these leases have been assigned to R.M. Caine by Southern Mortgage Investment Co., Inc. by assignment dated June 15, 1976, and recorded in Deed Book 1040 at page 961, on August , 1976.

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 Bankers Trust of South Carolina, N.A.  
its successors ~~HEIRS~~ and Assigns forever. And I do hereby bind myself, my

Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Bankers Trust of South Carolina, N.A.

its successors ~~HEIRS~~ and Assigns, from and against me and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agree to insure the house and buildings on said lot in a sum not less than One hundred fifty thousand (\$150,000.00) Dollars in a company or companies satisfactory to the mortgagee, and to keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in my name as owner and its name as mortgagee

name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

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