

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COSEWELL CO., CHARLESTON, S. C. 1888-9-13-40

property; thence with Ashemore Avenue S. 63-20 W. 405.5 feet to iron pin, corner of White Horse Road and Ashemore Avenue; thence N. 26-14 W. 629.5 feet to iron pin, corner of White Horse Road and Greenville-Easley Highway; thence with Greenville-Easley Highway N. 87-39 E. 440 feet to iron pin, corner of Martin property; thence S. 26-35 E. 448.3 feet to the beginning corner, containing five acre, more or less, and being part of the property conveyed to Luda R. Martin by India and Louise Earle.

Together with all rents and other revenues thereof and all and singular the tenements, hereditaments and appurtenances to said property belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises, together with all and singular the privileges and appurtenances thereunto pertaining, to him, said Trustee, his successors and assigns, in fee simple, upon the trusts and for the uses and purposes herein set out and none other, that is to say:

The Trustors hereby covenant with the Trustee, his successors and assigns, that Trustors are lawfully seized in fee of the said property; that said property is free and clear of all encumbrances and liens whatsoever; that Trustors have a good and legal right to sell and convey the same in fee simple; and that Trustors will forever warrant and defend the title to said property against the claims and demands of any and all persons whomsoever; and Trustors will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all and every such further assurances in law for the better assuring, conveying, assigning and transferring unto Trustee, his successors and assigns, all and singular the said property hereby conveyed, assigned or transferred, or intended so to be, in such manner as the Beneficiary shall require.

AND TRUSTORS HEREBY COVENANT AND AGREE WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:

Trustors will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes (both general and special), assessments and governmental charges lawfully levied or assessed against the said property, or any part thereof, will promptly furnish the Beneficiary or holder of the indebtedness secured hereby the receipts showing such payments, except when payments are made by Beneficiary as hereinafter provided; and will allow no payment of any taxes, assessments or governmental charges by any person not a party hereto with subrogation attaching, nor permit the said property, or any part thereof, to be sold or forfeited for any tax, assessment or governmental charge whatsoever. Any irregularities or defects in the levy or assessment of taxes, assessments and governmental charges paid by the Beneficiary are hereby expressly waived, and receipt by the property officer shall be conclusive evidence both as to the amount and validity of such payments.

Trustors will keep the buildings now or hereafter erected or placed on any of said property, insured as required by Beneficiary against loss or damage by fire and other hazards, casualties and contingencies, and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by Beneficiary; and not less than five days prior to the expiration of any policy of insurance, Trustors will deliver to Beneficiary renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by Beneficiary, and the policies shall include a provision making loss payable to Beneficiary as its interest may appear. All policies of insurance shall be delivered to and held by Beneficiary, and Trustors will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the Beneficiary is hereby appointed attorney in fact for the Trustors to make proof of loss if Trustors fail to do so promptly, and to receipt for any sums collected under said policies, which said sums, or any part thereof, at the option of the Beneficiary, may be applied as payment on the indebtedness hereby secured, or any part of same, or to the restoration or repair of the property so destroyed or damaged. Trustors promptly will give notice by mail to the Beneficiary of any loss or damage to the said property and will not adjust or settle such loss without the written consent of Beneficiary. In event of foreclosure of this deed of trust, all right, title and interest of Trustors in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale, and Beneficiary is hereby appointed attorney in fact for the Trustors to assign and transfer said policies.

Trustors will maintain the said property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the said property and the value thereof; will comply with all laws, ordinances and regulations affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements or property covered by this deed of trust, or permit the same to be altered, destroyed or removed, or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Beneficiary; will complete in good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and