

and recorded in the R. M. C. Office for Greenville County, in Deed Volume 198, at page 329, reference to which is hereby made, including, but not limited to, the reservation of the right of maintaining and allowing the sewer lines and replacements to remain across the property now of Belk-Simpson Company and the privilege of tying into the walls that are or may be constructed by the said Belk-Simpson Company and its Successors or Assigns, and the further reservation of the right to retain the boiler chimney as it is now situated, and together with all other rights, privileges and easements which the grantors in said deed have or may have in and to the property hereinabove conveyed, including all party wall rights.

The above described property is the identical property conveyed to the mortgagor herein by deed of N. C. Poe, Jr., et al, by deed dated April 28, 1948, and recorded in the R. M. C. Office for Greenville County, in Deed Volume 344, at page 415.

This mortgage and the note which it secures constitute a lien on the within described property, junior only to the lien of a mortgage heretofore given by Thomas E. Bailes to Pilot Life Insurance Company, dated April 10, 1950, and duly entered of record in the R. M. C. Office for Greenville County, S. C., on the 15th day of April, 1950, at 12:47 P. M., in Mortgage Book 456, at page 190.

together with all the easements, ways, rights, privileges and appurtenances to the same belonging, including but not limited to all and singular the buildings and improvements now and hereafter thereon, and together also with all shades, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, and lighting fixtures, equipment, and/or apparatus now or hereafter attached to or used in connection with said premises, all of which shall be deemed realty and conveyed by this mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

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.