

BOOK 546 PAGE 82

"LESS, HOWEVER, the following lots heretofore conveyed by Ed B. Smith and his predecessors in title:

- "(1) C. Q. West To R. H. Stewart by deed dated May 22, 1929, deed recorded in Volume 151 at page 72.
- "(2) C. Q. West to R. T. Ficklesimer, by deed dated October 5, 1929, recorded in Volume 133 at Page 113.
- "(3) Ed B. Smith to Mrs. Edward S. Reaves by deed dated February 21, 1938, recorded in Volume 203 at Page 81.
- "(4) Ed B. Smith to Daisy M. Pollard by deed dated June 24, 1946, recorded in Volume 294 at Page 381.
- "(5) Ed B. Smith to Leland H. James by deed dated June 14, 1947, recorded in Volume 314 at Page 29.
- "(6) Also, a strip 20 feet in width along the Western portion which was dedicated as a street under agreement executed between C.Q. West and A.A. Green, recorded in Volume 147 at Page 466.
- "(7) Ed B. Smith to Samuel Iverson Gallamore by deed dated October 3, 1947, recorded in Volume 323 at Page 11 - Lot on Keith Street (95' x 150').
- "(8) Ed B. Smith to Sam W. Jones by deed dated September 29, 1948, recorded in Volume 360 at Page 436 - Lot 39 - Keith Street.
- "(9) Ed B. Smith to Carl B. Holland by deed dated March 23, 1951, recorded in Volume 431 at Page 279 - Lots 43 and 46.
- "(10) Ed B. Smith to D. B. Leatherwood by deed dated March 28, 1951, recorded in Volume 431 at Page 435 - Part of Lot No. 7.
- "(11) Ed B. Smith to T. A. Roper by deed dated November 9, 1951, recorded in Volume 445 at Page 334 - Lot 45 on Keith Street.
- "(12) Ed B. Smith to Ainslie F. Roper and T. A. Roper by deed dated January 21, 1952, recorded in Volume 449 at Page 425 - Lot 44 on Keith Street."

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 CAROLINA LIFE INSURANCE COMPANY, its Successors and Assigns forever.

AND . . . I . . . do hereby bind . . . myself . . . and . . . my . . . Heirs, Executors and Administrators, Successors or Assigns, to warrant and forever defend all and singular the said Premises unto the said CAROLINA LIFE INSURANCE COMPANY, its Successors and Assigns, from and against . . . myself . . . and . . . my . . . Heirs, Executors, Administrators, Successors and Assigns and all other persons whomsoever, lawfully claiming, or to claim the same, or any part thereof.

AND the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

AND IT IS AGREED, by and between the said parties, that the said . . . ED B. SMITH, his . . . Heirs, Executors, Administrators, Successors or Assigns shall and will insure the house and buildings on said premises and keep the same insured from loss or damage by fire and the perils covered by the standard Extended Coverage Endorsement, and assign the Policy of Insurance to the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns, and in case that . . . he . . . or . . . they . . . shall, at any time, neglect or fail so to do, then the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of six (6%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, his . . . Heirs, Executors, Administrators, Successors or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case . . . he . . . or . . . they . . . fail to do so, the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of six (6%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if . . . I . . . the said ED B. SMITH . . . do and shall well and truly pay, or cause to be paid, unto the said CAROLINA LIFE INSURANCE COMPANY, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and conditions thereof and all sums of money provided to be paid by the Mortgagor Heirs, Executors, Administrators, Successors or Assigns together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.