

November 7, 1952 and recorded in the said R. M. C. office in Deed Book 467 at page 124.

(3) "An easement and right-of-way and the improvements therein and thereon constructed, over and above that certain ten (10') foot alley which extends from North Franklin Road to Berkley Avenue along and adjoining our properties as shown on a plat of the property of Colonia Company made by Dalton and Neves, Engineers, February, 1938, recorded in Plat Book J at pages 4 and 5 in the R. M. C. Office for Greenville County, South Carolina; the said easement and right-of-way intended herein to be mortgaged to begin not less than ten (10') feet vertically at any and all points above the ground surface of said alley and extend upward and above vertically over and along and above the width and length of said alley for a distance of not more than one hundred thirty-eight (138') feet, that is, the present footage of the lots owned by said mortgagors adjoining said alley on southwestern side toward Old Buncombe Road and said distance being the present width footage of said lots; except an opening along said distance of said alley of not less than ten (10') feet wide at all points and not less than ten (10') feet in height at all points measuring from the ground surface of said alley upward, vertically together with the right and privilege to go upon, over and along said alley at any point for the purpose of construction, change, alteration, repair and upkeep or removal of any such building or buildings, structure or structures, as may be necessary from time to time; the same having been conveyed to the Trustees of Sans Souci Baptist Church by deed of Jesse T. Hayes, et al., dated November 19, 1952, recorded in said R. M. C. office in Deed Vol. 469, at page 12.

TOGETHER with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, including all heating, plumbing and electrical fixtures, and any other equipment or fixtures now or hereafter attached, connected or fitted in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than household furniture, be considered a part of the realty.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, its successors and assigns forever.

And I/we do hereby bind myself/ourselves Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, its successors and assigns, from and against me/my or us/our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And it is hereby agreed that should the mortgagor desire to insure his life in order to protect his estate against liability for any unpaid balance which may be due hereunder at his death, and shall assign said policy to the mortgagee, the mortgagor does hereby expressly authorize the mortgagee to advance premiums upon said policy or policies annually and to add such premiums advanced to the balance due on this mortgage, and the mortgagor agrees to repay said premiums in twelve equal monthly installments in addition to the monthly payments herein above set out with interest at the same rate as provided in this mortgage.

And I/we do hereby agree to insure the house and buildings on said lot in a sum not less than the balance due on this mortgage, with the same amount of extended coverage insurance, in a company or companies acceptable to the mortgagee, and to keep same insured from loss or damage by fire, windstorm, or other hazards, and do hereby assign said policy or policies of insurance to the said mortgagee, its successors and assigns; in the event of loss the mortgagor(s) hereunder shall give immediate notice thereof to the mortgagee by registered mail and in the event I/we should at any time fail to insure said premises, or pay the premiums thereon, then the said mortgagee, its successors and assigns, may cause the buildings to be insured in my/our name(s), and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest.

If this mortgage is given for the purpose of financing the construction of a dwelling or other building on the mortgaged premises, it is understood and agreed that the amount herein stated shall be disbursed to the mortgagor in periodic payments, as construction progresses, in accordance with the rules and regulations of the mortgagee applicable to construction loans; and the mortgagor hereby agrees to all such rules and regulations. The mortgagor expressly warrants and represents that at the time of the execution of this instrument, all bills for labor and/or materials heretofore incurred in the construction of such building have either been paid in full, or will be paid out of the first disbursement to be made hereunder. A failure on the part of the mortgagor to complete such building within a reasonable time hereafter, or a discontinuance of all work thereon for a space of more than three weeks, without good cause shown, will entitle the mortgagee to take possession of the mortgaged premises, complete the building or buildings under construction thereon, without liability to the mortgagor, and institute foreclosure proceedings hereunder without notice to the mortgagor, whether or not there has been a default in the payment of the note hereby secured.

And I/we do hereby agree to pay all taxes and other public assessments against this property on or before the first day of January of each calendar year, and to exhibit the tax receipts at the offices of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, immediately upon payment, until all amounts due under this mortgage, have been paid in full, and should I/we fail to pay said taxes and other governmental assessments, the mortgagee may, at its option, pay same and charge the amounts so paid to the mortgage debt, and collect same under this mortgage, with interest.

And it is hereby agreed as a part of the consideration for the loan herein secured, that the mortgagor(s) shall keep the premises herein described in good repair, and should I/we fail to do so, the mortgagee, its successors, or assigns, may enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt and collect same under this mortgage, with interest.

And it is further agreed that I/we shall not further encumber the premises hereinabove described, nor alienate said premises by way of mortgage or deed of conveyance without consent of the said Association, and should I/we do so said Association may, at its option, declare the debt due hereunder at once due and payable, and may institute any proceedings necessary to collect said debt.

And I/we do hereby assign, set over and transfer unto the said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, its successors and assigns, all the rents and profits accruing from the premises hereinabove described, retaining however, the right to collect said rents so long as the payments herein set out are not more than thirty days in arrears, but if at any time any part of said debt, interest, fire insurance premiums or taxes shall be past due and unpaid, said mortgagee may (provided the premises herein described are occupied by a tenant or tenants) without notice or further proceedings, take over the property herein described and collect said rents and profits and apply the same to the payment of taxes, fire insurance, interest, and principal without liability to account for anything more than the rents and profits actually collected, less the cost of collection, and should said premises be occupied by the mortgagor(s) herein, and the payments herein above set out become past due and unpaid then I/we do hereby agree that said mortgagee, its successors and assigns, may apply to any Judge of the Circuit