

The 5<sup>th</sup> lot above described as being on the northeast side of Hampton Ave. is hereby released from the lien of this mortgage under foreclosure and sale. See Judgment Roll No. J. 4340 now on file in the Clerk of Court's Office for Greenville Co.

attest:  
Nellie M. Smith  
Deputy

#5511  
at 2:00 P.M.

E. Inman, Master

8-25-1966

having the following metes and bounds, to-wit:

BOOK 984 PAGE 559

Beginning at a stake on the west side of a county road approximately 1/2 mile south from Woodruff Road, at corner of two acre tract, and running thence with the west side of said county road, S. 19-00 E. 1902 feet to a stake at corner of property now or formerly owned by W. C. Beacham; thence with the line of said property, S. 62-45 W. 780 feet to stake; thence N. 25-18 W. 818 feet to stake; thence N. 16-55 W. 1128 feet to stake, corner of Tract No. 3; thence with the line of said tract, N. 44-00 E. 366 feet to stake; thence N. 82-39 E. 495.4 feet to the beginning corner, being the same property conveyed to the mortgagor herein by deed of Johnston B. Horton, Jr. dated February 19, 1948 and recorded in the R. M. C. Office for Greenville County in Deed Book 339, at page 379.

The within mortgage is junior in lien to the following described mortgages covering the property described in (8) above: Mortgage by the mortgagor to Independent Life & Accident Ins. Company recorded in Mortgage Book 781, page 350, R. M. C. Office for Greenville County, and mortgage by the mortgagor to Southern Bank and Trust Company of even date herewith in the amount of \$30,000.00, to be recorded in the R. M. C. Office for Greenville County.

The holder of this mortgage shall have the option and privilege of declaring the entire unpaid balance due upon default in any payment under this mortgage or in the event of any default on any of the first mortgages covering any of the property described herein.

The above described land is \_\_\_\_\_ the same conveyed to \_\_\_\_\_ by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book \_\_\_\_\_ Page \_\_\_\_\_

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 Fairlane Finance Company of Greenville, Inc., its successors

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than Twenty Thousand, Two Hundred, Eighty and no/100 Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

The Lot above described as Lot no. 33 of Woodside mill village is hereby released from the Lien of this mortgage under foreclosure and sale. See Judgment Roll no. J. 6476 now on file in the Office of Clerk of Court for Greenville County.

attest:  
Nellie M. Smith  
Deputy

E. Inman, Master

2-28-1966

#24852 - 2-28-66