

continuation -

such creek at its intersection with the Southern side of E. Faris Road; thence with the Southern side of E. Faris Road N. 64-47 E. 418.00 feet to an iron pin; thence still with the Southern side of E. Faris Road N. 62-33 E. 140.00 feet to an iron pin in the curvature of the Southwestern intersection of E. Faris Road and Cleveland Street; thence following the curvature of such intersection to an iron pin on the Western side of Cleveland, the chord of which is S. 72-26 E. 35.35 feet, the point of beginning.

Subject to any easements and/or rights of way that may be of record.

A portion of the above described property contains Lots Nos. 1, 3, 11 through 20 of Schwiers Garden, which lots or portion are conveyed subject to the amended and revised Restrictive and Protective Covenants applicable to Schwiers Garden, recorded in the R.M.C. Office for Greenville County in Deed Book 838, at Page 269, but the remaining portion and remainder of the above described property is conveyed without restrictions, covenants or limitations:

It is understood and agreed between the parties that the mortgagor has the right to anticipate or pre-pay this note obligation in accordance with the provisions set out in the Option Agreement between the parties concerning the mortgaged property dated August 31, 1967 and the Extension Agreement of December 15, 1967.

It is understood and agreed between the parties that Margaret P. Schwiers owns a one-third (1/3) interest in this mortgage and the remaining mortgagees each have a two-ninths (2/9) interest.

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 mortgagee(s) and its (his, their) (successors) Heirs and Assigns forever.

And the mortgagor(s) does (do) hereby bind his (their) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its (his, their) (successors) Heirs and Assigns, from and against his, (their) Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagor(s), agree to insure the house and buildings on said land for not less than the value thereof 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(s), and that in the event he (they) 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(s) to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee(s) may, at his (their) 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 the said mortgagor(s), 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.