

All that piece, parcel or lot of land in Greenville County, State of South Carolina, in the City of Greenville, on the northern side of Pendleton Street and being more particularly described according to survey and plat by Dalton & Neves dated February, 1940, as follows:

BEGINNING at a railroad iron on the northern side of Pendleton Street corner of property of the Southern Railway Company and running thence with the line of said property, N. 18-20 W. 190.2 feet to railroad rail; thence continuing with the Railway property, N. 38-30 W. 9 feet; thence with property now or formerly of J. D. Williams, S. 71-54 W. 62.9 feet to a stake; thence along the western side of a wall, S. 18-0 E. 191 feet to a stake on Pendleton Street; thence with said Street, N. 71-54 E. 63.3 feet to the beginning.

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 Paul G. Cushman and Freddie C. Charlotte, their Heirs and Assigns forever.

AND the said Aiken Brothers, Inc.

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said Paul G. Cushman and Freddie C. Charlotte, their

Heirs and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than Thirty-five Thousand and 00/100 (\$35,000.00)

Dollars in such Company as shall be approved by the Mortgagees their executors, administrators or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagees their executors, administrators or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagees their executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee heirs, executors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.

This Mortgage Assigned to Paul G. Cushman, Freddie C. Charlotte,

From Paul G. Cushman, Freddie C. Charlotte, Aiken Brothers, Inc.

on 4 day of September 1944 Assigned

to Vol. 1321 of R. E. Mortgages on Page 767

This 5 of September 1944