

Lot No. 24 N. 11-22 E 25.9 feet to a point; thence with the Northern line of Lot No. 52 N. 76-09 E. 177.2 feet to a point on the western side of Wilshire Street; thence with the western side of Wilshire Street S. 11-22 W. 98.5 feet to the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, easements, and rights of way if any, affecting the above described property.

This is the identical property heretofore conveyed to Gerald F. Smith by deed of William Guy Cloer II and Georgia B. Cloer, dated August 11, 1972, and recorded in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 951, page 511.

The lien hereby created is junior and subordinate to the lien of that certain mortgage from Gerald F. Smith to First Federal Savings & Loan Association, recorded in the Greenville County R.M.C. office in Mortgage Book 1244 at page 494.

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 David L. Rosmer, his 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 David L. Rosmer, his heirs and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagor heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of Seven Thousand Fifty-four and 29/100 (\$7,054.29) Dollars----- Dollars, and assign the policy of insurance to the said David L. Rosmer, his heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said David L. Rosmer, his heirs, executors, administrators, or assigns, may cause the same to be insured in his own name, and reimburse himself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagor his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said Gerald F. Smith do and shall well and truly pay or cause to be paid unto the said David L. Rosmer 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 and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagor doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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