

and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, IN Greenville, S. C., its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina: ALL that piece, parcel or lot of land with improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, on the Southeastern side of Birch Court, being shown as LOT No. 15 on plat of Beechwood Hills, recorded in Plat Book QQ, page 35, RMC Office for Greenville County and having, according to said plat, the following metes and bounds: BEGINNING at an iron pin on the southeastern side of Birch Court at front corner of Lot 16 and running thence with the line of said lot, S. 50-05 E. 318.6 feet (erroneously indicated on plat as 218.6 feet) to the center of a branch, passing through an iron pin 15 feet from said branch; thence with said branch as the line, the traverse of which is N. 29-32 E. 127.1 feet to a point in center line of said branch, rear corner of Lot 14; thence with line of said lot, N. 50-05 W. 295.7 feet (passing through iron pin 15 feet from said branch) to an iron pin on the southeastern side of Birch Court; thence with the southeastern side of Birch Court, S. 39-55 W. 125 feet to the beginning corner. This being the same property inherited by Mary S. Bennington from her husband, Elmer D. Bennington who died testate on April 24, 1977 as shown by the records of the Probate Court in APT. 1468, FILE 7.

This is a second mortgage and is Junior to a first mortgage held by First Federal Savings and Loan Association in the original sum of \$12,400.00 by mortgage dated December 30, 1966 and recorded on January 3, 1967 in the RMC Office for Greenville County in Mtg. Book 1047, page 399.

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 THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, at Greenville, S. C., its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, at Greenville, S. C., its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and/or obligation secured hereby and in such order as Mortgagee may determine; or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. The Mortgagor hereby appoints the Mortgagee attorney irrevocable of the Mortgagor to assign each such policy in the event of foreclosure of this mortgage. In the event the Mortgagor shall at any time fail to keep the buildings and improvements on the property insured as above provided, then the Mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND IT IS FURTHER AGREED, that said Mortgagor 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, and such payment shall become a part of the debt secured by this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

0790

4328 RV-2