

1010-4610

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and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK, Greenville, S.C., its successors and assigns, the

following described real estate situated in the County of Greenville, State of South Carolina:

All that certain piece, parcel, or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot no. 8, on plat of Section 1, Avondale Forest Subdivision, recorded in the RMC Office for Greenville County in Plat Book RR at Page 187, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

THIS is the same property as that conveyed to the Grantors herein by deed from Dennis L. Borders and Betty G. Borders recorded in the RMC Office for Greenville County, in Deed Book 1063, at Page 838, on August 31, 1977.

THIS is the same property as that conveyed from Robert L. France and Betty R. France to R. Leon Pugh and Avis D. Pugh recorded in the RMC Office for Greenville County, in Deed Book 1124, Page 983, on May 1, 1980.

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This is a second mortgage, junior to that mortgage of record in favor of Fidelity Federal Savings and Loan Association, recorded in the RMC Office for Greenville County, in Mortgage Book 1502 Page 106 in the present principal balance of \$45,410.47 Default under the first mortgage above referred to, shall be considered a default under this mortgage and shall cause the owner of the note to have all rights described in this instrument with respect to default in the payment of the indebtedness secured by this mortgage.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in anywise incident or appertaining.

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TO HAVE AND TO HOLD all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK, 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, 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. In the event of foreclosure, the Mortgagee shall have the right to cancel or assign each policy of insurance and apply any proceeds received therefrom on the mortgage debt. 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.

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