

W. 43 feet to an iron pipe in the eastern right of way of a county road; running thence along said right of way N. 46-39 W. 46 feet to an iron pipe; running thence along said right of way N. 70-47 W. 654.7 feet to an iron pipe, the point of beginning.

The above plat of survey, recorded in Plat Book 8-U at Page 80 of the Offices of the Register of Mesne Conveyances for Greenville County, South Carolina, is incorporated herein and made part and parcel hereof.

This is the same property conveyed to the Mortgagor herein by deed of Mortgagee dated to be recorded herewith.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs, successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Mortgagee agrees to release property from the afore-described acreage based on a release price of Four Thousand and No/100ths (\$4,000.00) Dollars per lot, not to exceed one (1) acre for any individual release, the release price to be applied to the principal installment due following the date of said release, provided that each lot in the proposed subdivision plan shall have frontage access on a road, which standards conform with the uniform building code of Greenville County, South Carolina, and which is accepted by the County of Greenville, South Carolina, for continued maintenance.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest on the indebtedness evidenced by the said note at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, public assessments, or other purposes pursuant to the covenants herein, and also any further loans, advances, re-advances or credits that may be made hereafter to the Mortgagor by the Mortgagee; and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
3. That he will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged premises.
4. That he will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.
5. That he hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the mortgaged premises, and collect the rents, issues and profits, including a reasonable rental to be

B 370

2011 3284