

Being a portion of the property owned by Nellie K. Hopkins, deceased, at the time of her death. The said Nellie K. Hopkins died testate leaving of force her Last Will and Testament dated July 16, 1965, and First Codicil thereto dated October 11, 1971, both of which are on file in the Office of the Probate Court for Greenville County in Apartment 1249, File 7.

By the terms of Item VI of said Codicil, the said Nellie K. Hopkins devised and bequeathed unto the grantors herein all the rest, residue and remainder of her real property, including the property hereinabove described, to be theirs absolutely and in fee simply, share and share alike.

And being a portion of the property conveyed to grantors herein by Robert Lee and Betty Jane Laster by deed dated September 8, 1976, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 1042 at Page 395.

Subject to the rights of the Greenville Soil Conservation District under the Easement recorded in Deed Book 614, Page 419, grantors hereby grant unto the grantee the right, in common with the owners of other lots shown on said plat bordering on Hopkins Lake, to go upon and use the waters of said lake which cover said lots. Grantors assume no responsibility with respect to the dam or lake. This is the same property conveyed to Ray L. Garren and Yvonne B. Garren by deed of John Drayton Hopkins and Julian Pelham Hopkins, dated and recorded Nov. 24, 1976 in the R.M.C. Office for Greenville County in Deed Book 1046 at Pages 798, 799, 800 & 801.

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 Mortgagee and its successors and assigns forever. And we do hereby bind ourselves and our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Mortgagee and its successors and assigns, from and against ourselves and our 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 and their 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 Three thousand and No/100ths (\$3,000.00) Dollars, and assign the policy of insurance to the said Mortgagee and its successors or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Mortgagee and its successors or assigns, may cause the same to be insured in its own name, and reimburse itself 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 and their 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 mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said Mortgagor do and shall well and truly pay, or cause to be paid unto the said Mortgagee 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.