AND, WHEREAS, the Mortgagors desire to secure the payment of said note with interest and any additional payments hereinafter agreed to be made, and to guarantee the performance of all the agreements and covenants hereinafter contained;

AND, WHEREAS, the Mortgagors further covenant that upon failure to pay any installment when due, the remaining unpaid balance shall at the option of the holder, bear interest at the rate of six per cent (6%) per annum; and upon failure to pay any installment when due, the remaining unpaid balance shall immediately become due and payable at the option of the holder who may sue thereon and foreclose this mortgage. In case the said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed necessary by the holder thereof for the protection of its interest to place, and if the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then, in either of said cases the Mortgagors promise to pay all costs and expenses, including reasonable attorneys' fees, all of which shall be added to the mortgage indebtedness, and payment thereof, secured hereby to the same extent as if it were a part of the original debt.

NOW, THEREFORE, in consideration of the aforesaid loan and to secure the payment thereof with interest and the additional payments herein agreed to be made, and to secure the performance of all the agreements and covenants herein contained, and also in consideration of the further sum of Three Dollars (\$3.00) paid to the Mortgagors by the Insurance Company before the signing of this instrument, the receipt of which is hereby acknowledged, the Mortgagors have granted, bargained, sold and released and by this

instrument do grant, bargain, sell and release unto the Insurance Company the lot or parcel of land lying and being in

Township, County of Greenville and State of South Carolina, described as follows:
ALL that parcel or tract of land with the buildings and improvements therein, situate at the Southwest corner of the intersection of the right of way of Augusta Road (also known as U. S. Highway No. 25) and Stratford Road, near the City of Greenville, in Greenville County, South Carolina, and having according to a survey prepared by R.K.Campbell, Surveyor, January 15, 1959, the following metes and

BEGINNING at an iron pin at the Southwest corner of the intersection of the right of way of Augusta Road and Stratford Road and running thence along the South edge of Stratford Road, N. 44-55 W.,484.7 feet to an iron pin; thence continuing with the curve of Stratford Road and a 25 foot Street, (the chord being N. 89-35 W., 21.2 feet) to an iron pin; thence along the Southeast edge of said 25 foot unnamed Street, S. 45-25 W., 267.2 feet to an iron pin; thence S. 44-35 E., 480 feet to an iron pin on the West side of Augusta Road; thence along the West edge of the right of way of Augusta Road, N. 45-25 E., 23.2 feet to an iron pin; thence continuing along the West edge of the right of way of Augusta Road, N. 49-42 E., 262.5 feet to the beginning corner.

This mortgage and the note secured thereby are executed by the undersigned officers of South Forest Estates, Inc. pursuant to the power and authority vested in them by resolution of the Board of Directors of said South Forest Estates, Inc. at a meeting duly called and held for that purpose on January 23, 1959.

TOGETHER with the right and easement to use and enjoy in common with the Mortgagor, its successors and assigns, and with the tenants and occupants of the Mortgagor and their customers and patrons, the sidewalk and drives as a means of ingress and egress to and from the above described premises and the right and easement to use and enjoy in common with the Mortgagor, its successors and assigns, and with the tenants and occupants of the mortgagor and their customers and patrons, the parking area for parking cars or other vehicles, said easements for ingress and egress in, over and through the sidewalk and drives and the easement for parking being on the parking area shown on property owned by Mortgagor, which lies South of and adjoining the above described premises and measures 189 feet along the West side of the right of way of Augusta Road and runs back in parallel lines in a Westerly direction to a depth of 300 feet, all of which is more particularly shown on plat made by R. K. Campbell, Surveyor, January 15, 1959, hereinabove referred to. The Mortgagor owns the property lying South of and adjacent to the premises above described and said mortgagor reserves to itsself, its successors and assigns, the tenants and occupants of the Mortgagor and their customers and patrons; the right, privilege and easement to be used and enjoyed in common with the mortgagee, its successors and assigns, for ingress and egress over the sidewalk and drives and an easement for parking cars and other vehicles on that portion of the mortgaged premises above described, fronting along the West edge of the right of way of Augusta Road, 285.9 feet and extending back in a Westerly direction in approximately parallel lines along the South side of Stratford Road for a distance of 300 feet, the said sidewalk, drives and parking area affected by said easement being more particularly shown on a plat made by R. K. Campbell, Surveyor, on January 15, 1959, hereinabove referred to.

**3.4.** 

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