

miles Northeasterly of the City of Abbeville, in former Cold Springs School District No. 30, Abbeville County, South Carolina, to-wit:

(1) A tract of land, located on the Northwesterly side of South Carolina State Highway No. 203, containing 91.2 acres, more or less, and being more particularly described on a plat thereof made by J. Rivers Mabry, RLS, from a survey made October 10, 1961, EXCLUDING THEREFROM three (3) acres, more or less, which was conveyed by Clarence Kay to John C. McGowan, which three (3) acres is described on a plat made by J. Rivers Mabry, RLS from a survey made November 21, 1961, and recorded in the Office of the Clerk of Court for Abbeville County in Plat Book 12, at Page 258; said 91.2 acre tract of land is bounded now or formerly as follows: Bounded on the North and Northeast by lands owned by Mrs. Bessie Ashley, lands owned by Robert T. Johnson, lands owned by S. E. Ligon, lands owned by Clarence H. Kay, and lands owned by John T. McGowan; bounded on the Southeast by the approximate location of the center line of S. C. State Highway No. 203; bounded on the Southwest by lands owned by John H. Stevenson; and bounded on the West by lands owned by Mrs. Bessie Ashley.

(2) A tract of land situate on the Southerly side of S. C. State Highway No. 203, and being more particularly described on a plat thereof made by J. Rivers Mabry, RLS, from a survey made November 28, 1961, which tract of land contains 74.1 acres, more or less, and is bounded now or formerly as follows: Bounded on the North by the

Together with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging or in any wise appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said Travelers Indemnity Company, its Successors

~~Heirs~~ and Assigns forever. And ~~I~~ do hereby bind myself and ~~my~~ Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said Travelers Indemnity Company, its Successors

~~Heirs~~ and Assigns from and against me and ~~my~~ Heirs, Executors, and Administrators, and any and all other person or persons whomsoever lawfully claiming or to claim the same or any part thereof. 676

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor do and shall well and truly pay or cause to be paid unto the said Mortgagee or order, the said debt or sum of money aforesaid, with interest thereon, if any shall be due according to the terms of said Note; and do and perform all of the covenants and agreements herein contained, then this deed or Bargain shall cease, determine and be utterly null and void, otherwise to remain in full force and virtue.

1. It is Covenanted and Agreed, by and between the parties that the said Mortgagor, his Heirs, Executors and Administrators, shall and will insure the house and all buildings on the said premises (if any there be) in such insurance company as may be approved by the said Mortgagee in a sum not less than the insurable value of same ~~DOLLARS~~ against loss or damage by fire and against all other insurable hazards, and the same keep insured until the above mentioned debt is fully paid, and assign the policy to said Mortgagee, and in case that he shall fail to do so, the said Mortgagee, Executors, Administrators or Assigns may cause the same to be done and reimburse ~~it~~ it self for the premiums and expenses with interest thereon at the rate of 6 per cent and that the same shall stand secured by this mortgage.

2. It is also Covenanted and Agreed that the said Mortgagor shall pay as they become due all taxes by whatsoever authority legally imposed upon the property hereby mortgaged, and in case he fails so to do the said Mortgagee may cause the same to be paid and reimburse ~~it~~ it self therefor with interest at the rate of 6 per cent per annum, and the amount stand secured by this mortgage.

3. It is also Covenanted and Agreed, that the said Mortgagor, agents and tenants shall keep the said premises in as good order and condition as they now are and not commit waste or cut down the timber thereon, to such an extent as to impair the value of the same as a security for the said loan or debt herein, and that the said Mortgagee, or holder, hereof, shall be the judge as to the same as to whether it impairs the said security.

4. And it is also Covenanted and Agreed, and in case of default in payment under any of the conditions of the said Note, or failure to pay the taxes or any taxes hereinbefore specified, or to insure the house or buildings as specified herein before, or to do and perform any of the other Covenants and Agreements of this mortgage for the space of TEN consecutive days, the whole amount of the principal shall thereupon immediately become due and payable to the said Mortgagee or the holder hereof.

5. It is also Covenanted and Agreed, that in case any action or proceeding of any kinw to foreclose this mortgage is commenced or instituted by said Mortgagee or its ~~Successors~~ ~~Heirs, Executors, Administrators~~ or assigns a Receiver may be appointed pending such proceedings with the usual powers in such case, to take charge of the said mortgaged premises and the rents and porfits of said mortgaged premises above described, to which end the same are hereby specifically pledged to said Mortgagee as part of its security. The proceeds thereof after the payment of all costs and expenses incurred in obtaining said receiver shall be applied to the payment of the said above mentioned debt.