

The Grantees agree to pay Town of Mauldin and Greenville County property taxes for the tax year 1971 and subsequent years.

As a part of the consideration for this deed, the Grantees assume and agree to pay in full the indebtedness due on a note and mortgage covering the above described property given by N. Dean Davidson to First Federal Saving & Loan Association in the original sum of \$24,000 dated May 7, 1971, recorded in Mortgage book 1189 page 667, RMC office for Greenville County, S.C. which has a present balance due in the sum of \$24,000.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining.

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

And the Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND all and singular the said premises unto the Mortgagee from and against themselves and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, that if the Mortgagors shall well and truly pay unto the Mortgagee all sums of money evidenced by the Note herein mentioned, or any subsequent Note as herein provided, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in said Note and herein, then these presents and the estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting manager of the Mortgagee.

And the Mortgagors, for themselves and for their heirs and assigns, hereby covenant with the Mortgagee as follows:

1. That the Mortgagors shall insure the mortgaged buildings against such hazards, in such amounts and with such carriers as may be approved by the Mortgagee, and shall assign the policy or policies of insurance to the Mortgagee; and in case they shall at any time fail or neglect so to do, then the Mortgagee may cause the same to be insured in its name, or as interests may appear, and reimburse itself for the premiums and expenses of such insurance, with interest thereon at the maximum legal rate payable on the next succeeding instalment date fixed in said Note, and the same shall stand secured by this mortgage.

2. That the Mortgagors shall pay, as the same may become due, all taxes by whatsoever authority legally imposed on the property hereby mortgaged, and in case they shall at any time neglect or fail so to do, then the Mortgagee may pay such taxes, and reimburse itself for the same with interest thereon at the maximum legal rate, payable on the next succeeding instalment date fixed in said Note, and that the same shall stand secured by this mortgage.

3. That upon default in the payment of any instalment of said Note, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in said Note, or of any of the conditions of this mortgage, then the Mortgagee shall have the right to declare the entire amount of the debt secured hereby to be immediately due and payable, and to proceed without notice to enforce the collection of the same, together with interest, attorney's fees and all other amounts secured hereby or permitted by law.

4. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of the mortgaged premises, and such rents and profits are hereby, in the event of any default in the payment of said Note according to its terms, assigned to the holder of this mortgage.

5. The covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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