

The above described property is a portion of that property conveyed to the Mortgagors by deed of First National Bank of South Carolina recorded in the RMC Office for Greenville County, S. C., in Deed Book 1079, page 792 on May 25, 1978.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all additions and materials to be used in the expansion, improvement, construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus and other chattels and personal property now or hereafter on said premises, whether affixed or annexed as a part of the realty or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, (excluding trade fixtures and chattels brought upon the premises and owned by any Tenant or Lessee of the Mortgagor) and all rents, issues and profits which may arise or be had from any portion or all of said premises, whether or not covered by the terms of any Leases, assignment of Leases and rentals given by Mortgagor to Mortgagee as further security for the aforesaid indebtedness.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. That the Mortgagor will promptly pay all 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, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee up to and including the above stated total amount of the note, 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 the Mortgagor is the lawful owner of the premises above described, 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 and forever defend all and singular the mortgaged premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof and agrees that such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument.
4. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured against fire and such other hazards as the Mortgagee may from time to time require and deliver to Mortgagee policies for such insurance in form and amounts, and written by companies, satisfactory to Mortgagee and first payable in case of loss to Mortgagee, full power being hereby given to Mortgagee to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured or, at its option, toward the repair, reconstruction or restoration of the premises, and in the event of foreclosure to assign each such policy to the transferee of the premises.

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