

1488-1488

and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK, Greenville, South Carolina, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land, together with buildings and improvements, situate, lying and being in the County of Greenville, State of South Carolina, in Butler Township, on the Northern side of Roper Mountain Road containing 6.98 acres according to a plat made by C. O. Riddle, dated March, 1956, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Roper Mountain Road, joint corner of property herein conveyed and Anderson property, and running thence N. 35-00 W., 294.10 feet to a stone; thence N. 12-14 W. 272.5 feet to an iron pin; thence N. 41-41 E., 257 feet to an iron pin; thence S. 86-27 E. 202.8 feet to an iron pin; thence S. 16-10 E., 910 feet to an iron pin in the center of Roper Mountain Road; thence along the center of Roper Mountain Road, N. 65 W., 442.1 feet to the point and place of beginning.

This being the same property conveyed to the mortgagor by deed of Bess G. Kirkland, individually and Fletcher L. Kirkland, Jr. and J. C. Kirkland, as Executors of the Estate of Fletcher L. Kirkland, Sr., deceased, dated October 3, 1972 and recorded in the RMC Office for Greenville County on October 6, 1972 in Deed Book 957, at Page 253.

This is a second mortgage and is junior in lien to that mortgage executed by Shirley E. Duvall to Fidelity Federal Savings and Loan Association dated November 30, 1977 and recorded in the R.M.C. Office*

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 THE SOUTH CAROLINA NATIONAL BANK, Greenville, South Carolina, its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK, Greenville, South Carolina, its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and/or obligation secured hereby and in such order as Mortgagee may determine; or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. In the event of foreclosure, the Mortgagee shall have the right to cancel or assign each policy of insurance and apply any proceeds received therefrom on the mortgage debt. In the event the Mortgagor shall at any time fail to keep the buildings and improvements on the property insured as above provided, then the Mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

AND IT IS FURTHER AGREED, that said Mortgagor 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, and such payment shall become a part of the debt secured by this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect. for Greenville County on December 6, 1977 in Mortgage Book 1417 at Page 867, in th original sum of \$100,000.00.

1488-1488

4328 RV-2