

and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK, Mauldin, South Carolina, its successors and assigns, the

following described real estate situated in the County of Greenville, State of South Carolina: ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Mauldin, being known and designated as Lot No. 43 on a plat of Burdett Estates, prepared by Dalton & Neves, Engineers, dated February, 1971, recorded in plat book 4X at page 60 of the RMC Office for Greenville County and on a more recent plat of property of A. Charles Nickel and Helen Kay Nickel, dated May 5, 1975, prepared by Freeland & Associates, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of McSwain Drive, joint from corner of lots 42 and 43 and running thence S. 16-57 W., 143.1 feet to an iron pin; thence N. 78-56 W., 100.0 feet to an iron pin at the joint rear corners of lots 43 and 44; thence along the common line of said lots N. 14-52 E., 150.4 feet to an iron pin on the southern side of McSwain Drive; thence S. 75-44 E., 50.0 feet to an iron pin; thence continuing along said McSwain Drive, S. 73-47 E., 55.0 feet to an iron pin, being the point of beginning. This being the same property conveyed to the Mortgagors herein by deed of A. Charles and Helen Kay Nickel January 9, 1978, recorded January 19, 1978 in Deed Volume 1072 at page 254.

This mortgage is second and junior in lien to that mortgage given to Cameron Brown Company, recorded January 19, 1978 in Mortgage Book 1421 at page 371, re-recorded March 17, 1978 in Mortgage Book 1426 at page 213.

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, Mauldin, 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, Mauldin, 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.

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