

direction 1308.5 feet to a point in the center of State Highway No. 13, the beginning corner. The above property is shown on a plat recorded in the R. M. C. Office for Greenville County in Plat Book E, page 270, as property of J. Robt. Martin, except that there is also shown on said plat sixteen and thirty-six hundredths acres (16.36) along the Northern side of said tract which has heretofore been conveyed to E. Gaddy by deed dated October 28, 1935, recorded in the R. M. C. Office for Greenville County in Deeds Volume 181, at page 469.

The property herein mortgaged is a portion of the property conveyed to the mortgagor herein, James Robert Martin, Jr., by J. Robert Martin, by deed dated May 6, 1933, and recorded in the R. M. C. office for Greenville County in Deed Book 168, page 183. This mortgage constitutes the first valid lien on the property described herein, with the improvements thereon.

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 said Metropolitan Life Insurance Company, its successors or assigns forever, and I do hereby bind myself and my heirs, executors, administrators, or assigns to warrant and forever defend all and singular the said premises unto the said Metropolitan Life Insurance Company, its successors or assigns, from and against me and my heirs, executors, administrators, or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said James Robert Martin, Jr., does and shall well and truly pay, or cause to be paid, unto the said Metropolitan Life Insurance Company, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, and shall perform the covenants herein contained according to the true intent and meaning of said Note, and this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

1. AND IT IS HEREBY COVENANTED, by and between said parties, that the said James Robert Martin, Jr., his Heirs, executors, administrators or assigns, will pay said Note with interest thereon as the same becomes due and payable; and will pay all taxes and assessments on said lands and premiums of insurance against said premises before the same become delinquent, and will keep all fences, buildings, and other improvements now on said premises, and hereafter put thereon, in good condition and repair and will do no act by which the value of said premises may be impaired.

2. AND IT IS FURTHER COVENANTED, That the said James Robert Martin, Jr., his heirs, executors, administrators, or assigns, will insure the buildings on said premises against loss by fire for their insurable value in some responsible insurance companies, approved by the said Mortgagee, its successors or assigns, with loss, if any, payable to the said Mortgagee, its successors or assigns, as their interests may appear, and deliver the policies of insurance to said Mortgagee, and if any more insurance is taken on the property that all policies for same shall be delivered to said Mortgagee and loss made payable to said Mortgagee, its successors or assigns, the same as in the required policy, and in case the insurable improvements on said real estate are destroyed or damaged by fire, the said Mortgagee, its successors or assigns, shall have the right to apply the moneys collected from the insurance in payment of the debt secured hereby whether due or not.

3. AND IT IS FURTHER COVENANTED, That if the said James Robert Martin, Jr., his heirs, executors, administrators, or assigns, shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance, as herein agreed, then said Mortgagee, its successors or assigns, may pay said taxes and assessments, and effect said insurance, and charge the sum so paid against said James Robert Martin, Jr. his heirs, executors, administrators, or assigns, and said premises; and the money so advanced for the payment of such taxes, assessments, insurance, or any charge of whatsoever nature on the property hereby conveyed shall be added to the mortgage debt, and the repayment thereof, with interest at the rate of seven percent per annum, shall be secured by this Mortgage, and shall be forthwith due and payable; and the said Mortgagee, its successors or assigns, shall be subrogated to all the rights of the person to whom such payments have been made.

4. And it is Further Covenanted, That if the said James Robert Martin, Jr., his heirs, executors, administrators, or assigns, shall make such payments as herein specified, then this Mortgage shall be void, but if the said James Robert Martin, Jr., his heirs, executors, administrators, or assigns, shall fail to keep any of the covenants herein contained or to pay any of said moneys as they become due and payable by the terms of the said Note, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement, as provided herein; or if the buildings and improvements are not kept in good repair; or in case any tax or assessment is assessed within the State of South Carolina against the debt or Note secured hereby, or the interest in said premises of said Mortgagee, its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the Mortgagor, as herein provided, to pay any tax or taxes is legally inoperative, then at the option of said Mortgagee, or its successors or assigns, the whole indebted-