

in deed book 261 at page 386.

LESS, HOWEVER, AND EXCEPTING THEREFROM a strip of land now claimed by the South Carolina State Highway Department, wherein said department did construct a road known as the new By-Pass and did therefore construct the same over the property above described, thereby changing the eastern line from 192.5 to approximately 125 feet and the western line from 243 feet to approximately 215 feet, and the road frontage from 179 feet to approximately 175 feet.

This mortgage is second to and junior in lien to that mortgage of the First National Bank of Greenville, S. C. as Trustee for the Woodlawn Memorial Park Perpetual Upkeep Trust Fund in the sum of \$3,000.00 dated February 11, 1957. This mortgage is also second and junior in lien to the mortgage executed to the First National Bank in the sum of \$1,038.00 as will appear by reference to mortgage book 690 at page 293, which mortgage is to be assigned by the First National Bank to A. D. Asbury and the payments of \$29.00 each due under said note and mortgage to be assigned shall be held in abeyance for a period of one year from February 11, 1957 at which time they shall then become due and payable; however, the interest shall continue to run thereon as provided for in said note and mortgage.

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

A. D. Absury, his

Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And I, the said mortgagor, agree to insure the house and buildings on said land for not less than Three Thousand Seventy Seven and 15/100 Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event I shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if I the said mortgagor, do and shall well and truly pay, or cause to be paid unto the said mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.