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of Land for M. L. Smith, Greenville County, South Carolina" dated December 28, 1955, said addendum being made August 7, 1957, all by J. Q. Bruce, Registered Surveyor.

The above land was conveyed to us by Marion L. Smith, and J. B. Williams as Mortgagee, by deed of even date herewith.

It is understood and agreed that this mortgage is a second mortgage, subject to that certain mortgage of even date herewith from Harold D. Stone and wife, Claudette Stone, to The Commercial National Bank of Spartanburg, securing an indebtedness of \$1,000.00.

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

MARION L. SMITH, his

Heirs and Assigns forever

And we do hereby bind ourselves and our

Heirs, Executors and

Administrators to warrant and forever defend all and singular the said premises unto the said

MARION L. SMITH, his

Heirs and Assigns, from and against us and our Heirs, Executors, Administrators and

Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And the said mortgagors agree to insure the house and buildings on said lot in the sum of not less than One Thousand Eight Hundred Dollars, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said Marion L. Smith

and that in the event the mortgagor shall at any time fail to do so, then the said Marion L. Smith

may cause the same to be insured in his

name and reimburse himself for the premium and expense of such insurance under this mortgage.

And the said mortgagors agrees to pay the said debt or sum of money, with interest thereon, according to the true intent and meaning of the said note

together with all cost and expenses which the said Marion L. Smith shall incur or be put to, including a reasonable attorney's fee, chargeable to the above described mortgaged premises, for collecting the same by demand of attorney or by legal proceedings.