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together with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging in or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all fixtures, machinery or equipment of every kind either now upon or hereafter placed upon the premises or in any house or other structure upon or hereafter placed upon said premises, which are or shall be attached to said premises, building or other structure by nails, screws, bolts, pipe connections, masonry or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under, them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the Insurance Company, its successors and assigns. And the Mortgagors do hereby bind themselves, and their heirs, successors, executors and administrators, to warrant and forever defend all and singular the said premises unto the Insurance Company, its successors and assigns from and against the Mortgagors, their heirs, successors, executors, administrators and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagors covenant and agree that they will pay all taxes, assessments, levies and charges upon or against the land and other property herein described and hereafter covered by this mortgage when due, and will continuously keep the buildings and structures now or hereafter on said premises insured against loss and damage by fire, tornado and wind storm, and against such other hazards and in such amounts as the Insurance Company may require, for the benefit of the Insurance Company, loss, if any, to be made payable in the policy or policies of insurance to the Insurance Company as its interest may appear, the loss payable clauses to be in such form as the Insurance Company may require, and will pay the premiums therefor when due. All insurance shall be in companies approved by the Insurance Company and the policies and renewals thereof shall, when issued, be immediately delivered to the Insurance Company to be held by it. All renewal policies will be delivered to the Insurance Company at least ten days prior to the expirations of the policies of which they are renewals. The proceeds of any insurance, or any part thereof, may, at its option, be applied by the Insurance Company either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed.

It is agreed that none of the property hereinabove described will be conveyed or transferred while this mortgage is in effect, unless the Insurance Company shall have given its consent in writing thereto. If any such conveyance or transfer is made without such prior written consent, the balance of the note then unpaid, with interest, and any other obligations hereby secured, shall, at the option of the Insurance Company, become immediately due and payable.

If any policy or policies of life insurance upon the life of the Mortgagors or either of them or of any other person shall be assigned as additional security for the payment of the indebtedness secured hereby, the Mortgagors covenant and agree that they will pay or cause to be paid all premiums on such policy or policies as they become due, and will keep such policy or policies in effect and assigned to the Insurance Company as additional security for the payment of the indebtedness secured hereby until all of such indebtedness has been paid.

FORM 444-800-11-54-SUN-REG. CO.

If the Mortgagors shall fail to pay any premium for any insurance above mentioned or any taxes, assessment, levy or charge, when due, the Insurance Company may, at its option, make such payments and in such case the amounts so paid shall immediately become debts due to the Insurance Company by the Mortgagors, shall bear interest at the rate of six per cent per annum until paid, and shall be secured by this mortgage to the same extent as the note hereinabove described.

The Insurance Company shall have the right, after default in any of the terms, covenants or agreements herein contained, or contained in the aforesaid note, to the appointment of a receiver to collect the rents and profits from the premises hereinbefore described without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the indebtedness hereby secured.

In case the Insurance Company shall voluntarily or otherwise become a party to any suit or legal proceeding to protect the property herein described or the title thereto, or to protect the lien of this mortgage, the Mortgagors will immediately reimburse the Insurance Company for any amounts paid by it in connection with any such suit or proceeding, including all costs, expenses and attorney's fees, and such payments shall be secured by this mortgage to the same extent as the note hereinabove described.

If there shall be any default in the payment, in accordance with its terms, of the note secured hereby of any other indebtedness hereby secured, when due, or in the event of failure to comply with any of the covenants or agreements contained in this mortgage, or in the event of actual or threatened demolition or injury or waste to any of the property covered by this mortgage which may impair its value, then and in any such event, the entire indebtedness secured by this mortgage shall, at the option of the Insurance Company, become due and payable, regardless of the maturity date thereof, and the Insurance Company may thereupon or at any time thereafter institute foreclosure proceedings.

IT IS FURTHER COVENANTED AND AGREED that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina by virtue of which any tax may be levied or assessed against, or based upon, the interest of the Insurance Company in the premises or other property covered by this mortgage, or its ownership or interest in this mortgage, or in the note herein described, or any other indebtedness hereby secured, whether such tax be for state or local purposes, or in the event of any change in any of the laws now in force providing for the taxation of mortgages or debts secured by mortgage, then the whole of the unpaid indebtedness secured by this mortgage shall, at the option of the Insurance Company and without notice to any party, become immediately due and payable and the Insurance Company may institute foreclosure proceedings.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the Mortgagors do and shall well and truly pay or cause to be paid unto the Insurance Company the debt represented by the aforesaid note, with interest thereon, in accordance with its terms and any and all other sums which may be due and payable hereunder when due, and shall faithfully perform all the covenants and agreements herein contained, the estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the parties hereto that the Mortgagors shall be entitled to hold and enjoy the aforesaid premises until default shall be made as herein provided.

The covenants and agreements herein contained shall bind, and the benefits and powers thereof herein conferred shall inure to the respective heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals, this 31 day of January 1959.

Signed, sealed and delivered in the Presence of: *Francis B. Holtzclaw* *Patrick C. Fant*

SOUTH FOREST ESTATES, INC. By: *[Signature]* (L. S.) President (L. S.) And: *[Signature]* (L. S.) Secretary

THE STATE OF SOUTH CAROLINA, GREENVILLE County

PROBATE

PERSONALLY appeared before me *Francis B. Holtzclaw* and made oath that he saw the within named *South Forest Estates, Inc., a South Carolina corporation,* by *L. A. Moseley* as *President* and *Faust Nicholson* as *Secretary* sign, seal and as its *Patrick C. Fant* act and deed deliver the within written deed, and that she with *Patrick C. Fant* witnessed the execution thereof.

Sworn to before me, this 31st day of January 1959. *Patrick C. Fant* (L. S.) Notary Public for South Carolina.

*Francis B. Holtzclaw*

THE STATE OF SOUTH CAROLINA, County

MORTGAGOR A CORPORATION RENUNCIATION OF DOWER

Recorded this 3rd day of February 1959, at 5:00 P. M., 19816.

INA LMENT MORTGAGE TES, INC. TRUST CO. M. N. C. 293