

said Highway, S. 9-02 E., 150 feet to an iron pin, thence S. 89-30 E. 150 feet to the  
TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging,  
or in anywise incident or appertaining.

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AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators  
heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and  
other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and  
such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building,  
similar to the one herein described and referred to, which are or shall be attached to said building 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 said mortgagee(s) **its** heirs, successors and  
Assigns. And **we** do hereby bind **ourselves and our** Heirs, Successors,  
Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) **its**  
heirs, successors and Assigns, from and against the mortgageor(s), **OUR** Heirs, Successors, Executors, Administrators and  
Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said mortgagor agrees to keep the building 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 and such other hazards as the mortgagee may from time to time require, all such insur-  
ance to be in forms, in companies and in sums (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. The mortgagor hereby appoints the mortgagee attorney irrevocable of the mortgagor to assign each  
such policy in the event of the foreclosure of this mortgage. 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.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the  
same becomes due, or in the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the  
premises against fire and such other hazards as the mortgagee may require, as herein provided, or in case of failure to pay any taxes  
or assessments to become due on said property within the time required by law; in either of said cases the mortgagee shall be en-  
titled to declare the entire debt due and to institute foreclosure proceedings.

And 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 deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way  
the laws in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of  
the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together  
with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due  
and payable.

And in case proceedings for foreclosure shall be instituted, the mortgagor agrees to and does hereby assign the rents  
and profits arising or to arise from the mortgaged premises as additional security for this loan, and agrees that any Judge of  
jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession  
of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt,  
interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said  
mortgagor, does and shall well and truly pay or cause to be paid unto the said mortgagee the debt or sum of money aforesaid with  
interest thereon, if any be due according to the true intent and meaning of the said note, and any and all other sums which may be-  
come due and payable hereunder, 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 said parties that said mortgagor shall be entitled to hold and enjoy the said  
Premises until default shall be made as herein provided.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, ad-  
ministrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the plural  
the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the  
indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS **OUR** hand and seal this 11<sup>th</sup> day of  
**March** in the year of our Lord one thousand, nine hundred and **fifty nine** and  
in the one hundred and **eighty-third** year of the Independence  
of the United States of America.

Signed, sealed and delivered in the Presence of:

*[Handwritten signature]*  
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**BRUCE OIL CO., INC.** (L. S.)  
By: *[Handwritten signature]* (L. S.)  
And: *[Handwritten signature]* (L. S.)  
*[Handwritten signature]* (L. S.)

The State of South Carolina,  
Greenville County

*[Handwritten signature]* (INDIVIDUALLY) (L.S.)  
PROBATE  
*[Handwritten signature]* (INDIVIDUALLY)

PERSONALLY appeared before me J. D. POAG and made oath that he  
saw the within named **James M. Bruce and Mamie J. Bruce**  
sign, seal and as **their** act and deed deliver the within written deed, and that he with

WILLIAM B. TRAXLER  
Sworn to before me, this 11<sup>th</sup> day  
of March 19 59  
*[Handwritten signature]* (L.S.)  
Notary Public for South Carolina

*[Handwritten signature]*  
witnessed the execution thereof.  
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