

TRACT NO. 2

BOOK 788 PAGE 248

ALL that piece, parcel, or lot of land, with the buildings and improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, on the southern side of West Washington Street, and having, according to a survey thereof, dated April 14, 1959, by C. C. Jones, Engineer, entitled Property of Davis Enterprises, Inc., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of West Washington Street, and running thence S 25-21 W 195.6 feet to an iron pin; thence S 66-51 E 77 feet to an iron pin; thence N 22-04 E 193 feet to an iron pin in the line of West Washington Street; thence along the southern side of West Washington Street, N 64-39 W 66.9 feet to the point of beginning.

This property is known as 435 West Washington Street, Greenville, South Carolina, occupied by Davis Auto Parts Co., Inc., and is the same conveyed to the mortgagor by deed of Jack Davis, Alex Davis, and Louis Davis, Individually and as Trustees under the Will of Victor P. Davis, deceased.

TRACT NO. 3

ALL that piece, parcel, or lot of land in the City of Greenville, County of Greenville, State of South Carolina, on the eastern side of Westfield Street, and having according to a plat thereof by C. C. Jones, Engineer, dated April 14, 1959, entitled Property of Davis Enterprises, Inc., the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Westfield Street, at the joint front corner of said lot and property of Gulf Oil Corporation, and running thence along the joint line of said lots, S 63-55 E 78 feet to an iron pin; thence along the line of other property of the mortgagor described in Tract No. 2 above, S 25-21 W 35 feet to an iron pin; thence along the line of property now or formerly belonging to Greenville County School District No. 520, N 63-13 W 75.4 feet to an iron pin in the line of Westfield Street; thence along the eastern side of Westfield Street, N 21-19 E 34 feet to the point of beginning.

Being the same property conveyed to the mortgagor by deed of Jack P. Davis, Alex Davis, and Louis Davis.

The mortgagee agrees to release from the lien of this mortgage the property described herein as Tract No. 2, on West Washington Street, and Tract No. 3, on Westfield Street, at any time at the request of the mortgagor, its successors and assigns, after the principal balance remaining due upon the promissory note secured by this mortgage has been reduced to an amount less than Fifty Thousand (\$50,000.00) Dollars.

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

The Citizens & Southern National Bank of South Carolina, Greenville, South Carolina, its Successors

~~Here~~ and Assigns forever.

Successors and Assigns

And it ~~do~~ ^{does} hereby bind itself, its / ~~Heirs, Executors and Administrators~~ to warrant and forever defend all and singular the said premises unto the said mortgagee, its Successors ~~Heirs~~ and Assigns, from and against it, its / ~~Heirs, Executors and Administrators~~ ^{Successors} and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And it, the said mortgagor, agrees to insure the house and buildings on said land for not less than One Hundred Thousand (\$100,000.00) - - - - - 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 it 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~~ its 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 it the said mortgagor, ~~do~~ ^{does} 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.