

Styles, et al, and being shown on plat of Enoree Heights, property of James W. Crain, made by H.S. Brockman, Surveyor, January 7, 1954, revised October of 1957, recorded in the RMC Office for Greenville County, S.C., in Plat Book QQ, page 55; and being the same property conveyed to C. Victor Pyle by deed of James W. Crain dated February 24, 1958, recorded in said RMC Office in Deed Book 593, page 301, and is subject to Trust Agreement dated October 21, 1958, recorded in said RMC Office in Deed Book 621, page 329, EXCEPTING Lot 10 of Enoree Heights which has previously been conveyed, and also EXCEPTING Tract No. 1, which was re-conveyed by C. Victor Pyle, individually and as Trustee, to James W. Crain, as indicated hereinabove.

the  
 C. Victor Pyle holds title to tract # 2 above described as trustee for the use and benefit of James W. Crain and James W. Crain has authorized and directed C. Victor Pyle to execute and deliver this real property mortgage with him in order to better secure the payment of that certain promissory note of James W. Crain and Caroline I. Crain dated July 1959 in the principal sum of Eight Thousand (\$8,000.00) 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

Genesco, Inc., its successors and assigns forever. And we do hereby bind our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Genesco, Inc., its successors and assigns, from and against our heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said mortgagors, their heirs, executors or administrators, shall and will forthwith insure <sup>any</sup> the house s and buildings <sup>land</sup> on said ~~lot~~ and keep the same insured from loss or damage by fire in the sum of Eight Thousand (\$8,000.00) Dollars Dollars, and assign the policy of insurance to the said Genesco, Inc., its successors or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Genesco, Inc., its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, the whole amount of the debt secured by this mortgage shall become due and payable at once.

AND IT IS FURTHER AGREED, That said Mortgagors, their heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESSS, and it is the true intent and meaning of the parties to these presents, that if James W. Crain and C. Victor ~~the said~~ Pyle, <sup>individually and as trustee</sup> /the said mortgagors

do and shall well and truly pay or cause to be paid unto the said Genesco, Inc., its successors

and assigns 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 promissory note and ~~condition~~ thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said Mortgagors doth hereby assign, set over and transfer to the said mortgagee, <sup>its successors,</sup> ~~its executors, administrators~~ and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the ~~conditions~~ <sup>terms</sup> thereof.