

file in the Probate Court for Greenville County in Apartment 469, file 23, he devised all of his property to his widow, the mortgagor herein.

There is expressly excluded from this conveyance two lots of land which have been conveyed by the mortgagor, No. 1 to E. C. Burry, Jr., by deed dated May 17, 1956, recorded in the RMC Office for Greenville County, S. C. in Deed Book 550, page 351, and No. 2 lot conveyed to Gertrude Childers and others, by deed dated November 5, 1957, recorded in Deed Book 327, at page 137.

This mortgage is junior in rank to the lien of the mortgage given by me to J. R. Ellison dated September 23, 1948 in the amount of Fifteen Hundred Dollars (\$1500.00) which is of record in the R. M. C. Office for Greenville County in Mortgage Book 401 at page 340 and junior in rank to the lien of that mortgage given by me to C. J. McKinney on August 27, 1958 in the amount of Two Thousand Dollars (\$2,000.00) and of record in the R. M. C. Office for Greenville County in Mortgage Book 801 at Page 137.

The above described land is the same conveyed to by on the day of 19 deed recorded in the office of Register of Mesne Conveyance for Greenville County, in Book Page

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 C. J. McKinney, his

Heirs and Assigns forever.

And I do hereby bind myself, my Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, his Heirs and Assigns, from and against me, my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And , the said mortgagor, agree to insure the house and buildings on said land for not less than 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 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 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 I the said mortgagor, do 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.