

This being the same lot of land conveyed to me by deed from Andrew Reese and Alberta M. Reese dated April 4, 1958 and recorded in the Office of the Clerk of Court for Greenville county, South Carolina on ~~June 23, 1958~~ ~~in book 374 at page 777~~ April 4, 1958

"I warrant that I am the sole owner of the above described lot or tract of land and that it is free of encumbrance <sup>delinquent taxes, judgment or otherwise</sup> whether by way of mortgage, ~~sell~~ and convey same."

The above described tract or lot of land is intended to and shall include that portion upon which Deluxe Homes Inc. shall build a Calhoun type house in or about November, 1960.

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 *Deluxe Homes, its successors* and assigns forever. And *I* do hereby bind *myself and my* heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said *Deluxe Homes, its successors* and assigns, from and against *me and my* 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 mortgagor *his* heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of *Four thousand seven hundred thirty-five and 98/100 (4735.98)* Dollars, and assign the policy of insurance to the said *Deluxe Homes, its successors* or assigns. And in case he or they shall at any time neglect or fail so to do, then the said *Deluxe Homes, 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 Mortgagor *his* 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 mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if *I* the said *Jeremiah Gray Jr.* do and shall well and truly pay, or cause to be paid unto the said *Deluxe Homes, 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 *note* and condition thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagor doth hereby assign, set over and transfer to the said mortgagee, his 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 thereof.