

all other rights to use of water and water facilities and/or the spring and stream supplying said water facilities.

LESS, however, a major portion of this tract heretofore conveyed by Martha Y. Martinat, mortgagee, to Edward Hayden and Beatrice S. Hayden by deed dated March 10, 1959, and recorded in the office of the R.M.C. for Greenville County in Deed Book 619, at Page 377.

TRACT NO. 2: All that certain piece, parcel or lot of land lying, situate and being at River Falls, Cleveland Township, Greenville County, State of South Carolina, and having the following metes and bounds:

BEGINNING at an iron pin in the southerly edge of Middle Saluda River and running thence along edge of Dr. Hugh Smith's private road, N. 34 E. 60 feet to a pin, Earl Benson line, thence N. 68 W. 1.80 chains to a pin; thence continuing with the Benson line, S. 25 W. 60 feet to a point of pin at edge of Middle Saluda River; thence down the river, S. 65 E. 1.80 chains to the beginning point.

This property is a portion of the Varner property as shown on the plat of property of E. D. Going prepared by J. C. Hill dated February 13, 1953, revised May 17, 1953 and September 13, 1953,

The mortgagors herein convey all of their right, title and interest which they have in the Middle Saluda River.

Being the same property conveyed to mortgagors by deed of Martha Y. Martinat by deed of even date.

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

TOGETHER with all and singular the Rights, Members, Holdings and Appurtenances to the said Premises belonging, or in anywise incident thereto, appertains

TO HAVE AND TO HOLD all and singular the premises and the said

Martha Y. Martinat, her

Heirs and Assigns forever

And we do hereby bind ourselves our Heirs, Executors and Administrators to warrant and forever defend all and singular the premises and the said premises her Heirs and Assigns, from and against our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same in any part thereof

And we, the said mortgagor, agree to have the house and buildings on said land for not less than Two Thousand Five Hundred (\$2,500.00) 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 we 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 on 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 we the said mortgagor<sup>s</sup>, do and shall well and truly pay, or cause to be paid into 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.

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