

the State and County aforesaid, Beech Springs Township, located on the Pacific Lake, being shown as Lot No. 5 on a plat of property made for Jimmy B. Minyard and Minyard Cadillac Oldsmobile, Inc., by John A. Simmons, Surveyor, dated June 2, 1961, to be hereafter recorded in the R. M. C. Office for Spartanburg County, and having the following courses and distance, to-wit:

BEGINNING on an old iron pin corner, on line of Lyman Printing and Finishing Company, and corner with Sam K. Tucker, and runs thence with the Pacific Lake line, S. 57-27 W. 54 feet to a stake, joint corner of Lots Nos. 4 and 5; thence with the common line of Lots Nos. 4 and 5, N. 41-15 W. 201.1 feet to a stake on a 20-foot driveway; thence with the margin of driveway, N. 57-27 E. 54 feet to a stake on line of Sam K. Tucker's lot; thence with his line, S. 41-15 E. 201.1 feet to the beginning.

Together with right of easement and privilege to use of 20-foot driveway extending from Lyman Lake Drive to the property line of Sam K. Tucker, shown on said plat, with perpetual right of ingress and egress to and from the property herein conveyed to said Minyard Cadillac Oldsmobile, Inc., and its duly authorized officers.

This is the same property conveyed to us by deed dated June 12, 1961 by Minyard Cadillac Oldsmobile, Inc., by its duly authorized officers; recorded in Deed Book 27-B, page 229; recorded in the R. M. C. Office for Spartanburg County.

ALSO: All that certain lot, parcel or tract of land, with all improvements now constructed thereon, or hereafter constructed thereon, situate, lying and being in the State and County aforesaid, situated on the northwest side of a driveway leading into Lyman Lake Drive, near Lyman Lake, School District No. 5, and being Lot No. 6 of the property of Jimmy B. Minyard according to survey and plat by John A. Simmons, Registered Surveyor, dated June 2, 1961, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the northwest side of the Driveway, on line of the Sam Tucker lot, and running thence along the Tucker line, N. 41-15 W. 190 feet to an iron pin, rear corner of Lot No. 10; thence along the line of Lot No. 10, S. 67-09 W. 87.6 feet to an iron pin, corner of Lot No. 7; thence along the line of Lot No. 7, S. 39-37 E. 204 feet to an iron pin on the edge of the driveway; thence along said driveway, N. 57-27 E. 90 feet to the beginning corner.

This is the same property conveyed to us by Quality Cadillac-Olds., Inc., by deed dated April 27th, 1964; recorded in Deed Book 30-D, page 102; in the R. M. C. Office for Spartanburg County.

The within mortgagor(s) agree not to transfer or convey the within described property without the consent of the Citizens Building & Loan Association or its successors or assigns and agree that if the within described property is conveyed and mortgage assumed by any other person, corporation or partnership without the consent of Citizens Building & Loan Association the entire amount due on the note will become due and payable, plus reasonable attorneys fees if court proceeding is necessary.

TOGETHER WITH all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, its successors and assigns, forever.

And we do hereby bind ourselves and our Heirs, Executors, and Administrators to warrant and forever defend all and singular the said Premises unto the said CITIZENS BUILDING AND LOAN ASSOCIATION, Greer, S. C., its successors and assigns, from and against us and our Heirs, Executors, Administrators and assigns, and every person whomsoever lawfully claiming the same, or any part thereof.

AND we do hereby agree to insure the house and buildings on said lot in a sum not less than Five Thousand Five Hundred and no/100 - - - Dollars fire insurance, and not less than Five Thousand Five Hundred and no/100 - - - Dollars windstorm insurance, in a Company or Companies acceptable to the Mortgagee, and to keep the same insured from loss or damage by fire and/or windstorm, and do hereby assign the policy or policies of insurance to the said Mortgagee, its successors and assigns, to the extent of its interest therein; and in the event we should at any time fail to insure said premises, or pay the premiums therein, then the said Mortgagee, its successors or assigns, may cause the said houses and buildings to be insured in the owner's name(s), and reimburse itself for the premiums and expense of such insurance under this mortgage, with interest thereon.