

ALSO, A RIGHT OF WAY FOR INGRESS AND EGRESS OVER A PROPOSED 50 FEET STREET BEGINNING ON THE SOUTHWESTERLY SIDE OF THE TRACT DESCRIBED ABOVE AS IS INDICATED BY THE AFORESAID PLAT WHEREON SUCH PROPOSED STREET IS DESIGNATED AS MOORE DRIVE. SUCH RIGHT OF WAY SHALL EXTEND FROM THE SOUTHWESTERLY EDGE OF THE PROPERTY IN QUESTION IN A SOUTHWESTERLY DIRECTION TO THE NORTHEASTERN RIGHT OF WAY OF HYDE CIRCLE. ALSO, A RIGHT OF WAY ACROSS THE REMAINING PROPERTY OF JAMES P. MOORE, SR. AND JAMES P. MOORE, JR. FOR THE PURPOSE OF LAYING AND MAINTAINING A WATER LINE TO THE PROPERTY IN QUESTION. ALSO, A RIGHT OF WAY OR EASEMENT FOR THE PURPOSE OF LAYING AND MAINTAINING A SEWER LINE ACROSS THE PROPERTY OF JAMES P. CLYDE RUNNING OVER THE NORTHEASTERN EDGE OF HIS PROPERTY AS DESCRIBED IN A DEED OF RECORD IN DEED BOOK 837 at PAGE 303.

ALSO, THOSE ADJOINING LOTS OF LAND IN THE STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE, IN THE TOWN OF FOUNTAIN INN, BEING KNOWN AND DESIGNATED AS LOTS No. 1, 2, 3, 6, AND 7, ON A PLAT OF PROPERTY OF J. C. DRUMMOND PREPARED BY J. D. CALMES, JR., DATED NOVEMBER 1962 AND RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK DD, AT PAGE 73.

THERE IS OF RECORD A MORTGAGE IN THE AMOUNT OF \$110,000.00 BETWEEN THE MORTGAGOR AND MORTGEE COVERING THE LAST DESCRIBED PROPERTY BEING RECORDED IN MORTGAGE BOOK 1115 AT PAGE 237. THESE MORTGAGES SHALL BE OF EQUAL RANK AND A BREACH OR DEFAULT IN EITHER MAY BE CONSTRUED AS A BREACH OF BOTH.

"Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin."

This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Agreement dated July 28, 1970, which is hereby incorporated herein by reference.

TOGETHER WITH ALL RIGHTS, INTERESTS, EASEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, THE RENTS, ISSUES, AND PROFITS THEREOF AND REVENUES AND INCOME THEREFROM, ALL IMPROVEMENTS AND PERSONAL PROPERTY NOW OR LATER ATTACHED THERETO OR REASONABLY NECESSARY TO THE USE THEREOF, ALL WATER, WATER RIGHTS, AND WATER STOCK PERTAINING THERETO, AND ALL PAYMENTS AT ANY TIME OWING TO BORROWER BY VIRTUE OF ANY SALE, LEASE, TRANSFER, CONVEYANCE, OR CONDEMNATION OF ANY PART THEREOF OR INTEREST THEREIN—ALL OF WHICH ARE HEREIN CALLED "THE PROPERTY";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, of conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured lender, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of any annual charge, may be paid by the Government to the holder of the note as provided in the insurance endorsement for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured lender, may be credited by the Government on the note, and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government.

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