

This Mortgage Assigned to Home Security Life Insurance Company

From Aiken-Speir, Inc.

on 12th day of August 19 73. Assignment recorded

in Vol. 1288 of R. E. Mortgages on Page 195

This 16th of August 1973, # 4907

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 Aiken-Speir, Inc., 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 Aiken-Speir, Inc., its successors and assigns, from and against me and my heirs, executors, administrators and assigns, and all other persons whosoever 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 ~~xxxxx~~ ~~xxx~~ buildings on said lot, and keep the same insured from loss or damage by fire in the ~~xxxxx~~ following sums: \$40,000 on said property located in Greenville County and \$45,000 on said property located in Orangeburg County ~~xxxxx~~ and assign the policy of insurance to the said Aiken-Speir, Inc., its successors or assigns. And in case he or they shall at any time neglect or fail so to do, then the said Aiken-Speir, Inc., 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. It is further agreed that said insurance premium will be pro-rated by said mortgagor and deposited in escrow monthly for the benefit of the mortgagee.

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. It is further agreed that said taxes will be pro-rated by said mortgagor and deposited in escrow monthly for the benefit of said mortgagee. PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents,

that if I the said John L. M. Tobias do and shall well and truly pay, or cause to be paid unto the said Aiken-Speir, Inc.

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.

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