

All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, situate on the eastern side of Pleasantburg Drive (S. C. Highway 291) in Butler Township, and having according to a plat of the property of FOOD-LANE, INCORPORATED, made by Piedmont Engineering Service, January, 1958, recorded in Plat Book PP, at page 51, in the R.M.C. Office for Greenville County the following metes and bounds, to wit: BEGINNING at an iron pin on the eastern side of Pleasantburg Drive, which pin is 300 feet in a southeasterly direction from the corner of Sitton property and running thence with the line of the property of the McCarter Estate N 83-35 E 425 feet to pin; thence S 5-19 E 299.9 feet to an iron pin in line of property of McCarter Estate; thence continuing with the line of said property S 83-35 W 425 feet to iron pin on right of way of Pleasantburg Drive; thence with the eastern side of said right of way N 5-54 W 150 feet to pin; thence continuing N 4-42 W 150 feet to the point of beginning.

This is the same lot of land conveyed to David S. Vandiver, Jr. and Kelly W. Sullivan from FOOD-LANE, INCORPORATED by deed dated May 22, 1958 and recorded in said R.M.C. Office in Deed Book 600, at page 57. Kelly W. Sullivan died testate and his undivided one-half interest in said lot was conveyed to David S. Vandiver, Jr. by deed dated June 29, 1973 from Robert E. Vandiver as Executor under the last Will of Kelly W. Sullivan (of record in the Office of the Probate Judge for Anderson County, S. C. in Probate Judge Roll No. 24,599); said lot is subject to the lease thereon described in said deed.

Said lot is subject to an agreement that no building shall be constructed upon the rear or eastern 25 feet thereof for a period of 20 years from January 11, 1958.

This is a purchase money mortgage.

AND IT IS AGREED, That the mortgagor is ----- to keep the building on said premises insured against loss by fire and windstorm in ~~EXCESS OF~~ such sum as the mortgagee may require ----- Dollars in such reputable company as the said mortgagee may designate and shall have the loss, if any, payable to said mortgagee, herein as his interest may appear and failing to do so, the said mortgagee shall have the right to insure said property against loss by fire and windstorm at mortgagors expense, and this mortgage shall be extended so as to secure to the mortgagee the repayment of all insurance premiums advanced, together with interest on the same, at the rate of 7 per cent per annum. And, if for any reason the said insurance is cancelled, reduced, or refused, in either of such events, the whole debt then remaining unpaid shall become and be due and payable at once at the option of said mortgagee.

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 Robert E. Vandiver as Executor as aforesaid, his successors ----- ~~and~~ 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 Robert E. Vandiver, as Executor as aforesaid, his successors ----- Heirs, Executors, Administrators, 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.

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