

"Subdivision"; thence with the line of property now or formerly designated as "Subdivision" N. 64-19 E. 599.82 feet to an iron pin in the line of property now or formerly of Fidelity Federal Savings and Loan Association; thence with the line of property now or formerly of Fidelity Federal Savings and Loan Association, Sobanco Properties, Inc. and Kel-Mac Properties, S. 19-56 E. 267.26 feet to an iron pin in the line of property now or formerly of Kel-Mac Properties; thence with the line of property now or formerly of Kel-Mac Properties, N. 63-44 E. 200.15 feet to an iron pin on the western side of U. S. Highway 276 (Laurens Road); thence with the western side of U. S. Highway 276 (Laurens Road) the following courses and distances: S. 19-56 E. 27.25 feet to an iron pin; thence S. 20-54 E. 12.97 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor herein by deed of Kel-Mac Properties, A Partnership dated April 1, 1976 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1013 at Page 420 on September 24, 1976.

Together with all and singular the rights, privileges, easements, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining; also, all electric wiring, heating, plumbing and heating fixtures and appliances for heating (including ranges), lighting, and refrigeration, screens, awnings, shades, carpeting, dishwashers, disposals, clothes washers, clothes dryers, swimming pool equipment, air conditioning equipment, or other equipment now or hereafter installed in or on said premises by the mortgagor, or owner, and used or for use therein or thereon shall be held to be real fixtures and part of the mortgaged property hereby conveyed whether attached to the freehold or not and subject to the lien of this instrument; provided, however, that trade fixtures and other personal fixtures of any tenant now or hereafter installed are not intended to be included in this provision except to the extent of mortgagor's interest therein and shall not be in any wise affected hereby or subject to the lien hereof. The parties hereto further agree that to further secure the herein described indebtedness, this mortgage shall serve as a security agreement between mortgagor and mortgagee, and in furtherance thereof, mortgagor hereby grants to mortgagee a security interest in all goods, equipment and fixtures now or hereafter owned or used on or about the herein described property. This security agreement shall in addition cover all proceeds of such collateral when sold. Mortgagor hereby agrees to pay all costs, including reasonable attorney's fees, incurred by mortgagee in continuing the lien evidenced by all financing statements filed in connection herewith and in determining, from time to time, the priority of said security interest and in obtaining certification of said priority satisfactory to mortgagee. In addition to the other remedies provided in this instrument, mortgagee is hereby authorized to exercise the rights of a secured party under the Uniform Commercial Code of South Carolina or any subsequent law in lieu thereof. A default under this Security Agreement shall constitute a default under this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee forever. And the mortgagor hereby binds himself to warrant and forever defend all and singular the said premises unto the said mortgagee from and against the mortgagor and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these Presents, that if the said mortgagor does, and shall, well and truly pay, or cause to be paid, unto the said mortgagee, or its order, the said debt or sum of money aforesaid, with the interest thereon on or before the time same or any part thereof shall become due and all of the representations contained in such note shall be and remain true and valid and provided further that if mortgagor shall observe and perform the terms, covenants, and conditions herein contained, and contained in any other instrument securing said note, according to the true intention and meaning thereof, then this Deed of Bargain and Sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS COVENANTED AND AGREED BY AND BETWEEN THE SAID PARTIES AS FOLLOWS:

1. Mortgagor will comply with all provisions hereof and of the Note secured hereby and with the provisions of any other instrument securing said Note and Mortgagor will pay Mortgagee said sum of money, interest thereon, and additions thereto, as expressed herein and in said Note and in any other instrument securing said Note.

2. Mortgagor is seized of an indefeasible estate in fee simple in said mortgaged premises, and Mortgagor warrants title to said premises.



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