

in Plat Book C at Page 70 and having according to a recent survey of the property of M. B. Matthews prepared by Jones Engineering Services, December 20, 1966, and a deed of M. B. Matthews to Jerry G. Davis recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 860 at Page 324, the following metes and bounds, to wit: BEGINNING at a point in the center of the old Georgia Road, said point being the northernmost point of the property herein described, and thence running S 16° 00' E 560 feet to a hickory tree; thence turning and running S 32° 29' W 194 feet to a corner point; thence turning and running N 33° 05' W 497.2 feet to a point in the center of the old Georgia Road; thence turning and running N 37° 55' E 360.3 feet to the point of beginning.

This being the property heretofore conveyed to the Mortgagor herein by deed of S. G. Landreth and Rosa Landreth dated December 8, 1967, and of record in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 834 at Page 261, LESS 3.0 acres, more or less, conveyed by the Mortgagor herein to Jerry G. Davis by deed dated January 18, 1969, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 860 at Page 324.

The property described hereinabove and subject to this mortgage is designated on the Greenville County Block Books as No. 611.1-1-16.1.

The Mortgagee's mailing address is: P.O.Box 485, Williamston, South Carolina 29697.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, and any renewals thereof at the times and in the manner therein provided.

2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes covenanted herein to be paid or performed by the Mortgagor; and that all sums so advanced shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.

3. That he will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

4. That he will keep all improvements now existing or hereafter erected upon the mortgaged property in good repair, and should he fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, and charge the expenses for such repairs to the mortgage debt.

5. That he will pay all said taxes, insurance premiums and assessments annually before same become delinquent and exhibit paid receipts therefor to the Mortgagor, and, on the failure of the Mortgagor to pay all taxes, insurance premiums and public assessments, the Mortgagee may, at its option, pay said items and charge all therefor to the mortgage debt.

6. That he hereby assigns all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who shall have the right to take possession of said premises and who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

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