

BEGINNING at a stake on the Northeast side of Middleton Street at the corner of Lot No. 9, approximately 48.4 feet from Minus St., and running thence approximately South 23-30 East along Middleton St. Fifty feet, more or less, to a stake at the corner of Lot No. 7; thence approximately North 69 East One Hundred Sixty and one-half feet, more or less, to a stake at the joint corner of Lots Nos. 7, 8, 15 and 16; thence approximately 23-30 West fifty feet, more or less, with the line of Lot No. 16, to a stake at the joint corner of Lots Nos. 8, 9, 16 and 17; thence approximately South 69 West One Hundred Sixty- and one-half feet, more or less, with the line of Lot No. 9, to the beginning corner.

ALSO, ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, having a frontage of fifty-two (52) feet on Sullivan Street and having a depth of one hundred thirty-three feet, more or less. This being the same property conveyed to the mortgagors herein by deed of W. E. Curry, dated Apr. 4, 1978, which deed is of record in the Office of the R.M.C. for Greenville County, S.C. in Deed Book 1076,

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TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises at Page 399

belonging, or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the said premises unto the said W. E. Curry

his heirs and assigns forever. And we do hereby bind ourselves and our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said W. E. Curry

his heirs and assigns, from and against us and our heirs, ~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, and all other persons whomsoever 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, their heirs, ~~XXXXXXXXXXXXXXXXXXXX~~ shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in the sum of the insurable value Dollars, and assign the policy of insurance to the said W. E. Curry, his heirs or assigns. And in case he or they shall at any time neglect or fail so to do, then the said W. E. Curry

his heirs or assigns, may cause the same to be insured in his own name, and reimburse himself for the premium and expenses of such insurance under the mortgage.

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 Mortgagors, their 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 mortgagee shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said Royce W. and Jeane I. Bennington do and shall well and truly pay, or cause to be paid unto the said W. E. Curry 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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