

and released, and by these Presents does grant, bargain, sell and release unto the said **THE SOUTH CAROLINA NATIONAL BANK, of Greenville, South Carolina** its successors and assigns, the

following described real estate situated in the County of **Greenville** State of South Carolina

**ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereinafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern side of Weldon Street and western side of Poinsett Highway (U.S. Highway 25), being shown and designated as Lots 10, 11 and 12 on Plat of Fair Grounds, property of Edgar C. Waldrep, dated March 1946, prepared by Dalton & Neves, recorded in Plat Book B at Page 171 and being described more particularly, according to said Plat, to wit:**

**BEGINNING at an iron pin on the western side of Poinsett Highway (formerly New Buncombe Road) at the joint front corner of Lots 12 and 13 and running thence along the western side of said Highway S. 3-56 E. 155 feet to an iron pin at the joint front corner of Lots 9 and 10; thence along the common line of said Lots S. 86-04 W. 248.9 feet to an iron pin at the joint corner of said Lots on the eastern side of Weldon Street; thence along the eastern side of said street N. 3-56 W. 150 feet to an iron pin at the joint corner of Lots 12 and 13; thence along the common line of said Lots N. 86-04 E. 248.9 feet to an iron pin, the point of beginning.**

**DERIVATION: Deed of Laura M. Kawthon, recorded August 10, 1951 in Deed Book 439 at Page 493; Deed of Henry H. Simon, recorded April 22, 1950 in Deed Book 407 at Page 538 and Deed of Codye Grant McCuea, recorded January 14, 1948 in Deed Book 333 at Page 185.**

**As to a portion of the above described property, this mortgage lien is junior and secondary to those mortgages executed by the Mortgagor to Fidelity Federal Savings & Loan Assn. on February 29, 1972 in the original amount \$20,000 (CONTD.)**

**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 THE SOUTH CAROLINA NATIONAL BANK, Greenville, South Carolina** its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said **THE SOUTH CAROLINA NATIONAL BANK, Greenville, South Carolina** its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum not less than sufficient to avoid any claim on the part of the insurers for co-insurance satisfactory to the mortgagee, that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and or obligation secured hereby and in such order as Mortgagee may determine, or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements, partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof, nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. In the event of foreclosure, the Mortgagee shall have the right to cancel or assign each policy of insurance, and apply any proceeds received thereunder to the mortgage debt. In the event the Mortgagor shall at any time fail to keep the buildings and improvements on the property insured as above provided, then the Mortgagee may cause the same to be insured, and reimburse itself for the premium, with interest, under this mortgage, or the Mortgagee at its election may on such failure, declare the debt due and institute foreclosure proceedings.

**AND IT IS FURTHER AGREED,** that said Mortgagor 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, and such payment shall become a part of the debt secured by this mortgage, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect.

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