

1092

BANK _____, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

ALL those piece; parcels or lots of land situate; lying and being near the City of Greenville; in the County of Greenville; State of South Carolina; and known and designated as Lots Nos. 6; 7; 8; 9; 10; 17; 18 and 19 on Kindlin Way on a plat of the Subdivision known as Fox Ridge at Pebble Creek; Phase I; plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 67; said Lots having such metes and bounds as shown thereon.

This is a portion of the property conveyed to the Mortgagor herein by Pebblepart; Ltd.; by Deed dated November 21; 1978; recorded November 28; 1978; in Deed Book 1092 at Page 635.

This Mortgage is junior in lien to that certain Note and Mortgage heretofore executed unto Southern Service Corporation recorded in Mortgage Book 1451 at Page 340 in the original amount of \$164;300.00 and having a present balance of \$47;100.00.

It is hereby understood and agreed that the Release price of the first five (5) lots is to be \$2;500.00 each with the remaining three (3) lots to be for the full sales price; but not less than \$13;000.00; until The South Carolina National Bank is paid in full.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, now or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor, in and to said property, and the rents, issues and profits thereof; and together also with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK _____, 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 _____, 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. The Mortgagor hereby appoints the Mortgagee attorney irrevocable of the Mortgagor to assign each such policy in the event of foreclosure of this mortgage. 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.

0.3415

4328 RV.2