

acre tract previously conveyed to Charles B. Powell by T. Walter Brashier herein by deed recorded in the RMC Office for Greenville County in Deed Book 981 at Page 22 on August 2, 1973.

BOOK 1570 PAGE 882

This Mortgage is subject to the First Mortgage of the Mortgagor to First National Bank of South Carolina, as recorded in the RMC Office for Greenville County in Real Estate Mortgage Book 1510 at Page 484, with an approximate principal balance of Sixty-eight Thousand and 00/100ths (\$68,000.00) Dollars; and to the Second Mortgage of the Mortgagor to Ford Motor Credit Company, as recorded in the RMC Office for Greenville County in Real Estate Mortgage Book 1558 Page 775, with a maximum principal balance due at any time of not more than Forty Thousand and 00/100ths (\$40,000.00) Dollars.

This is the same property conveyed to Mortgagor by deed from T. Walter Brashier, recorded in the RMC Office for Greenville County in Deed Book 1049 at Page 676,

To Have and to Hold unto Thornwood and its successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Rogers covenants that he is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except as otherwise shown herein, and that Rogers will warrant and defend generally the title to the Property against all claims and demands.

Rogers and Thornwood covenant and agree as follows:

1. CHARGES AND LIENS. Rogers shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, by making payment, when due, directly to the payee thereof. Rogers shall promptly discharge any lien which has priority over this Mortgage, except as otherwise specified herein.

2. PROTECTION OF THORNWOOD'S SECURITY. If Rogers fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Thornwood's interest in the Property, including but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Thornwood at Thornwood's option, upon notice to Rogers, may make such appearances, disburse such sums and take such action as is necessary to protect Thornwood's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

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