

following metes and bounds, courses and distances, to-wit: VOL 425 PAGE 307

BEGINNING at an iron pin on the Northern side of Cleveland Street at the joint front corner of Lots Nos. 48 and 49 of McDaniel Home Sites and running thence along the common line of said lots, N. 4-10 W. 185 feet to an iron pin; thence N. 85-50 E. 80 feet to an iron pin on the Western side of Newman Street; thence along the Western side of Newman Street, S. 4-10 E. 185 feet to an iron pin at the Northwestern corner of the intersection of Newman Street and Cleveland Street; thence along the Northern side of Cleveland Street, S. 85-50 W. 80 feet to an iron pin, the beginning corner.

The above described property is the same property conveyed to Ralph O. Tuten by J. L. Newman, As Administrator, c.t.a. of the Estate of Mary Ella McDaniel, deceased, and Annie Lou Newman, by deed dated December 2, 1948, and recorded in the Office of the R. M. C. for Greenville County, South Carolina, in Deed Book 11, at Page 249.

AND the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holders of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

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 CAROLINA LIFE INSURANCE COMPANY, its Successors and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, Successors or Assigns, to warrant and forever defend all and singular the said Premises unto the said CAROLINA LIFE INSURANCE COMPANY, its Successors and Assigns, from and against

myself and my Heirs, Executors, Administrators, Successors 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 in case of default in any of the payments of interest and 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, by and between the said parties, that the said

RALPH O. TUTEN, his

Heirs, Executors or Administrators, shall and will insure the house and buildings on said premises and keep the same insured from loss or damage by fire and the perils covered by the standard Extended Coverage Endorsement, and assign the Policy of Insurance to the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns, and

in case that he or they shall, at any time, neglect or fail so to do, then the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of Five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor, his Heirs, Executors, Administrators, Successors or Assigns,

shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case he or they fail to do so, the said CAROLINA LIFE INSURANCE COMPANY, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of Five (5%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if I the said RALPH O. TUTEN do and shall well and truly pay, or cause to be paid, unto the said CAROLINA LIFE INSURANCE COMPANY, the said debt or sum of money aforesaid, with the interest thereon, if any shall be due, according to the true intent and meaning of the said note and conditions thereof and all sums of money provided to be paid by the Mortgagor, his Heirs, Executors, Administrators, Successors or Assigns together with the interest thereon, if any shall be due, under the covenants of this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagor is to hold and enjoy the said Premises until default of payment shall be made.