

less, however, that portion of the said original tract of land which was acquired from Kittie M. Albertson by the State Highway Department of South Carolina for the relocation and construction of State Highway 146 and less also the family cemetery located on said land which is reserved from and is not included in the conveyance herein, the said cemetery having according to plat made by J. C. Hill, Surveyor, on February 23, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern corner of cemetery which said beginning point being N. 61-10 W. 764 feet from an original southeastern corner of the Albertson property and mutual corner of Roy Smith property and running thence N. 89 W. 53 feet to an iron pin; thence N. 16-30 E. 42 feet to an iron pin; thence S. 80-40 E. 38.1 feet to an iron pin; thence S. 6 E. 35.5 feet to the beginning corner; the decedents and relatives of those buried in said cemetery to have the right of ingress to and egress from the cemetery over the conveyed premises.

The above is the same property conveyed to us by Clarence E. Ballenger, Jr., et al and by E. Inman by deeds dated April 24, 1963, deeds not yet recorded.

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 Clarence E. Ballenger, Jr., C. Eugenia Ballenger, Lucile C. Cullum, and Helen C. Austin, their

Heirs and Assigns forever.

And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, their Heirs and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we, the said mortgagors, agree to insure the house and buildings on said land for not less than Twenty-Five Hundred and No/100 (\$2500.00) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event we shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment or any part thereof the mortgagee may at his option declare the full amount of this mortgage due and payable.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if we the said mortgagors, do and shall well and truly pay, or cause to be paid unto the said mortgagee 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, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

For value received, this mortgage and the note it secures is hereby assigned to Clarence E. Ballenger Jr., Eugenia Ballenger, Helen C. Austin, and Lucile C. Cullum as their interest may appear. April 29, 1966
Witness *Loris W. Riddle*
Billy W. Higgins
Southern Bank and Trust Company
Greenville South Carolina
By: Thomas C. Vandover President
Earl Lewis assistant cashier

Assignment filed and recorded April 29, 1966, at 10:29 A.M. # 31065.