

and released, and by these Presents does grant, bargain, sell and convey unto the said THE SOUTH CAROLINA NATIONAL BANK, its successors and assigns, the

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

All that piece, parcel or lot of land, containing one (1) acre, more or less, situate, lying and being on the Southwestern side of Enoree Road, in the County of Greenville, State of South Carolina, and having, according to a plat entitled "Property of Gary P. Lazar, Sr.", prepared by Freeland & Associates, dated March 7, 1978, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-X at page 84, the following notes and bounds:

BEGINNING at an iron pin on the Southwestern side of Enoree Road, joint corner of property herein described and property now or formerly of J. B. Bayne and running thence in the line of Bayne S. 66-35 W. 430 feet to an iron pin; thence continuing with the line of Bayne, N. 47-52 W. 111.4 feet to an iron pin in the line of property now or formerly of Don R. Sorenson; thence with the line of Sorenson N. 66-35 E. 430 feet to an iron pin on the Southwestern side of Enoree Road; thence with the Southwestern side of Enoree Road S. 47-52 E. 111.4 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Ozette B. Bayne, dated March 15, 1978, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1975 at page 415 on March 16, 1978.

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, 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.

Successors and Assigns, from and against the said Mortgagor and every person whatsoever 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 mortgagor 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 compensation satisfactory to the mortgagor; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagor, 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 Mortgagor. The Mortgagor hereby assigns to the Mortgagor all money 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 Mortgagor, be applied by the Mortgagor upon any indebtedness and/or obligation secured hereby and in such order as Mortgagor may determine, or said amount or any portion thereof may, at the option of the Mortgagor, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagor, or be released to the Mortgagor in either of which events the Mortgagor 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 Mortgagor shall have the right to cancel or assign each policy of insurance and apply any proceeds received therefrom on 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 Mortgagor may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagor 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 Mortgagor shall so elect.

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