

of Alvin Hood on Norther side of East North Street Extension (Old Spartanburg Road) about 471.2 feet East of Cunningham Road and running thence N. 7-20 W. 492 feet to iron pin; running thence N. 25-50 W. 117.8 feet to iron pin in joint corner of this tract and property of Reorganized Church of Jesus Christ of Latter Day Saints; running thence S. 84-04 W. 238 feet to iron pin in joint corner of this tract and property of Mahanes; running thence S. 5-38 W. 123.5 feet to iron pin on property line of Simister; running thence S. 11-06 E. 532 feet to iron pin in joint corner of this tract and property of Leathers on Northern side of East North Street Extension; running thence along Northern side of East North Street Extension N. 73-56 E. 271.2 feet to point of beginning. LESS, HOWEVER, all those pieces, parcels or lot of land described and set out on above plat as Parcels A, B, C, D-1, D. This property is subject to right of all owners of Parcels A, B, C, C-1, D, E, on above mentioned plat to the common use of this area; such use to include rights of ingress, egress, utilities, parking and beautification and said right of common use to extend to said property owners, their lessees, visitors, invitees, patrons, clients, patients, employees and customers, these rights being more fully delineated in the Restrictive Covenants recorded in the RMC Office for Greenville County in Deed Book 1115, page 793, and incorporated herein by reference. Derivation: See Deed recorded Nov. 16, 1979, in Deed Book 1115, page 820.

This is a Second Mortgage, junior only to a first mortgage executed by the Mortgagors herein to The South Carolina National Bank of Charleston at Greenville, S. C. and recorded on March 4, 1980 in the RMC Office for Greenville County in Mtg. Book 1497, at page 131.

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

John J. Haney, Jr. and L. E. Dellinger, their

Heirs and Assigns forever.

And we do hereby bind ourselves and our Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the said mortgagee, its Successors ~~Heirs~~ and Assigns, from and against it, its ~~Heirs, Executors~~ ^{SUCCESSORS} 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-FOUR THOUSAND EIGHT HUNDRED TWO AND 80/100 (\$24,802.80) Dollars, in a company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, 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 the said mortgagor, 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.

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