

This property is conveyed subject to all restrictions, setback lines, roadways, easements, and rights of way, if any, appearing of record, on the premises or on the recorded plat, which affect the property hereinabove described.

ALSO:

All that certain piece, parcel or lot of land with the buildings and improvements thereon lying and being at the northwesterly corner of the intersection of East Coffee Street and North Church Street (U.S. Hwy. No. 29) in the City of Greenville, County of Greenville, State of South Carolina being shown on a plat entitled "Property of Stokes Building Investors, a General Partnership" dated March, 1984, prepared by Dalton & Neves Co., Inc., Engineers recorded in the RMC Office for Greenville County, South Carolina in Plat Book P-1, at Page 83 and having according to said plat the following metes and bounds, to-wit:

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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 South Carolina National Bank, its successors and assigns forever. And the/ ~~we~~ mortgagee hereby bind ~~we~~ mortgagee and assigns forever. And the/ ~~we~~ mortgagee hereby bind itself and its successors, heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said South Carolina National Bank, its successors and assigns, from and against itself and its successors, heirs, executors, administrators 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 the said mortgagee, its successors, heirs, executors or administrators, shall and will forthwith insure the ~~XXXXX~~ ~~XXX~~ buildings on said lot,s, and keep the same insured from loss or damage by fire in the sum of Nine Hundred Thousand (\$900,000.00) Dollars, and assign the policy of insurance to the said South Carolina National Bank, its successors or assigns. And in case he or they shall at any time neglect or fail so to do, then the said South Carolina National Bank, 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 under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or 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, That said Mortgagee, its successors, heirs and assigns, 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, which upon the date each secured by this mortgage ~~shall be immediately~~ ~~payable~~ if the mortgage shall so elect.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Stokes Building Investors, a General Partnership, ~~do~~ and shall well and truly pay, or cause to be paid unto the said South Carolina National Bank, its successors and assigns, 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 promissory notes ~~XXXXXX~~ thereunder written, then this deed of bargain and sale shall cease, determine and be utterly null and void. And the said mortgagee doth hereby assign, set over and transfer to the said mortgagee, his executors, administrators and assigns, all of the rents, issues and profits of the said mortgaged premises, accruing and falling due from and after the service of a summons issued in action to foreclose this mortgage after default in the conditions thereof.

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