

tract of land described in lease by Frank W. Hulse and Ike F. Jones to Southern Airways, Inc. dated Dec. 31, 1942 and recorded in Deed Book 250, page 82.

It is understood and agreed that all buildings and improvements located upon both of said tracts of land are included in the mortgage on said premises.

And as further security for said indebtedness the mortgagor does hereby assign and transfer unto the Mortgagee that certain lease from Frank W. Hulse and Ike F. Jones to Southern Airways, Inc. dated Dec. 31st, 1942 and recorded in the office of the R. M. C. of Greenville County in Deed Book 250 at page 82, the same being for a term of five years commencing January 1st, 1943, and ending December 31st, 1947 and covering the land described as Parcel Second above.

Also all the buildings and improvements now upon or hereafter to be placed upon the property hereinabove described and also all improvements, equipment, machinery and other personal property which would ordinarily be considered as real fixtures which may be in or used in connection with the buildings and improvements placed upon said property such as, but not limited to, plumbing fixtures and equipment, air conditioning equipment, heating equipment, lighting fixtures and equipment, ventilating equipment, sprinkler system, screens, awnings, floor coverings and other property now owned by or hereafter acquired by the mortgagor or any successor in title together with any and all replacements thereof and such property shall be deemed a portion of the security for the indebtedness secured by this mortgage and is included in the property hereinafter designated as the "mortgaged property". This property includes but is not limited to the following specific items:

One Erwin Newman Standard Hanger 200' x 100' x 16' with 2 lean-tos each 20' x 200'

2 hot air furnaces together with automatic stokers

All wiring and electric fixtures

5 automatic cooler drinking fountains

3 electric hot water heaters

All shelving in supply rooms and all parts bins

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining. And for the same consideration, as additional security for the said indebtedness, Mortgagor hereby assigns to the Mortgagee the rents, profits and other income of the premises, and hereby waives notice of any application of the mortgagee for the appointment of a Receiver upon default in any of the covenants herein contained.

TO HAVE AND TO HOLD said lands and premises, together with all and singular the privileges and appurtenances thereon and thereto pertaining, including all houses and buildings on said premises and on the leased premises covered by the lease hereinabove assigned, and all of said personal property, to it, said Mortgagee, its successors and assigns forever.

If the Mortgagor shall fail or neglect to pay all taxes or assessments which are or which may be levied against or which may constitute a lien upon said property, within three months after the same shall have become due and payable, or shall fail to keep the buildings on said premises, or other insurable property hereby conveyed, insured against loss by fire and other hazards in the amount or amounts required by the Mortgagee, its successors or assigns, loss, if any, payable to the Mortgagee herein as its interest may appear, or shall remove any of said property from said premises without the prior written consent of the Mortgagee, its successors or assigns, or shall fail to perform any of the obligations of the Mortgagor as contained in this mortgage or in the note hereby secured, then, in either one or more of such events, said note or renewals and all of the indebtedness hereby secured shall immediately become due and collectible, at the option of the holder thereof.

And if the Mortgagor shall fail or neglect to pay the interest on said note or on any renewal thereof or any installment of same, as and when the same shall hereafter become due or both principal and interest or any part of either at the maturity of said note or renewal, or at the time same shall be or become due by acceleration on account of the happening of any event of default, or otherwise, as set out in said note or in this mortgage, all of the indebtedness hereby secured shall immediately become due and payable at the option of the Mortgagee, anything herein or in the note or notes evidencing said indebtedness to the contrary notwithstanding.

And the Mortgagor covenants that it is seized of said lands in fee and is the absolute owner of said personal property and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that it will warrant and defend the said title to the same against the claims of all persons whomsoever; and, further, that it will pay all taxes, assessments and insurance premiums upon all parts of the property described herein and upon such other insurance as the Mortgagee may require upon or in connection with said premises or the business conducted thereon, as and when the same shall become due and payable; that it will not create or permit to accrue, any debt, lien or charge which would be prior to, or on a parity with,