

in perpetuity for the use and enjoyment of a 20 foot road extending along the Southeast side of said property and running into Augusta Road as set forth on said plat.

Being the same lot of land conveyed to the mortgagor herein by Lewis Plaza, Inc., by deed dated January 16, 1948, and recorded in the R. N. C. Office for Greenville County in Deed Book 333, at page 321.

The mortgagor has assigned as additional security for the payment of the within obligation a lease entered into between the mortgagor and Colonial Stores, Inc., said lease being for a term of ten (10) years and a lease entered into between the mortgagor and Carl S. Myers for a period of six (6) years, both of said leases covering portions of the improvements situate on the above described premises. The assignments are conditional to the extent that the mortgagee shall be entitled to collect the benefits under said leases in the event of default on the part of the mortgagor in payment of the within loan according to its terms.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and Assigns. And ~~Investments, Inc.~~ <sup>inc. does</sup> hereby bind itself and its Successors ~~to warrant and forever defend all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY its successors and Assigns, from and against itself, its~~ Successors ~~and Assigns, and every person whomsoever~~ lawfully claiming or to claim the same or any part thereof.