

be placed thereon prior to the payment of the debt secured by this mortgage; also all rights, ways and all ways and means of ingress and egress to and from said property, including all rights and privileges of any and all streets, roads and roadways adjacent to said property leading to and from same; and also all furniture, fixtures and equipment of every nature and kind now located, or which may hereafter be placed, in the buildings now located on said premises, or which may be placed in any building or buildings or additions hereafter erected, it being the intention of the parties hereto that the said mortgage shall cover all property of the Myers-Pitts Hotel Company in Greenville, South Carolina, whether real, personal or mixed, which is now located, or which may hereafter be placed, on the land above described.

This mortgage and the note secured hereby is executed by the undersigned officers of the Myers-Pitts Hotel Company pursuant to resolutions adopted at a meeting of the stockholders and at a meeting of the directors of the Myers-Pitts Hotel Company held at the Hotel Greenville in the City of Greenville, S.C. on November 1, 1949, pursuant to written notice, at which stockholders meeting all stock of the corporation was represented in person and at said directors meeting all directors were represented in person and by unanimous vote of all stockholders of said corporation and by unanimous vote of all of the directors of said corporation the said undersigned officers were authorized, directed and empowered to borrow \$215,000.00 from Liberty Life Insurance Company upon the terms and conditions as herein set forth and to be repaid as herein above provided and to secure the payment thereof by the execution of this mortgage containing the terms and stipulations as herein specified.

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 ~~it~~ <sup>does</sup> hereby bind ~~itself and its successors~~ ~~Executors and Administrators~~ 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 ~~it and its~~ ~~SUCCESSORS~~ ~~Executors, Administrators and Assigns~~, and every person whomsoever lawfully claiming or to claim the same or any part thereof.