

This is a portion of that property in which the mortgagor inherited an interest as one of the heirs of Marion L. McNeill and one of the heirs of Lalla C. McNeill, both of whom died intestate as will appear by reference to Apartment 600, File 19 and Apartment 606, File 67, Probate Court for Greenville County, S. C. Thereafter, the mortgagor acquired the remaining interest in this property under a deed from Randolph H. McNeill and William D. McNeill, dated August 7, 1952, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 462, at page 81.

Together with all rights and easements which the mortgagor has for ingress and egress to and from said mortgaged property, to Pendleton Street, Perry Avenue and Queen Street, and for parking of cars and other vehicles of customers, patrons and employees of the occupants, tenants and owners of the above mortgaged property, over a strip of land fronting on the North side of Pendleton Street and a strip of land along the South side of Perry Avenue, that were acquired by the mortgagor herein under an agreement entered into between Edward C. McNeill, Randolph H. McNeill and William D. McNeill, dated March 6, 1953, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 474, at page 475.

A portion of the above described lot fronting 85 feet along the North side of Pendleton Street and running back to a depth of 174 feet, more or less, and a portion of the above described lot fronting 85.1 feet along the South side of Perry Avenue and running back in parallel lines to a depth of 40 feet, more or less, are subject to an easement for ingress and egress to and from other property shown on plat of Edgewood Center, referred to above, and to an easement for parking cars and other vehicles of the customers, patrons and employees of occupants, tenants and owners of other property shown on plat of Edgewood Center hereinabove referred to and this mortgage is given subject to said rights which are fully shown in an agreement entered into between Edward C. McNeill, Randolph H. McNeill and William D. McNeill, dated March 6, 1953, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 474, at page 475.

The mortgagor herein specifically reserves the right at all times to use the Eastern wall of the building situate upon the mortgaged premises as the Western wall of a building to be constructed by the mortgagor herein upon property owned by the mortgagor herein which lies adjacent to the Eastern boundary of the mortgaged premises.

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 GENERAL MORTGAGE CO., its successors and Assigns. And I do hereby bind myself and my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said GENERAL MORTGAGE CO. its successors and Assigns, from and against myself and my Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

The mortgagor agrees to pay all taxes, assessments, water rates and other governmental or municipal charges which may constitute a charge upon the above described premises and, at the option of the mortgagee, to deliver the official receipts therefor to the mortgagee, and in default of said payments, the mortgagee may pay the same and add the amount thereof to the debt secured by this mortgage.