

3.

situate on the Southeast side of Greenacre Road and on the Southwest side of Laurens Road and on the Northeast side of Liberty Lane, and adjoining Parcel 1-A described above on the Northwest side, as provided for in and described in agreement entered into on February 26, 1958, between Pleasantburg Shopping Center, Inc., and J. A. McMahan, and M. Wilson Clary, as Trustee, which is recorded in the RMC Office for Greenville County, S. C., in Deed Book 598, page 151, amended by agreement between said parties, dated December 20, 1958, to be recorded herewith.

IT IS UNDERSTOOD AND AGREED between the Mortgagor and the Mortgagee herein that the Mortgagee will at any time at the request of the Mortgagor, its successors and assigns, provided there is then no existing default under the terms of this mortgage and the note secured thereby, release from the lien of this mortgage that parcel of ground shown as Parcel 1-C-1 on Plat made by Douglas S. Crouch, Engineer, dated November 26, 1958, referred to above, containing approximately 22,208 square feet, fronting 162 feet along the Southwest edge of the parking area included in Parcel 1-C described above and approximately 182 feet along the Southwest property line, 134 feet East of Greenacre Road, upon payment by the Mortgagor to the Mortgagee of the sum of Fifteen Thousand Dollars (\$15,000.00) in reduction of the principal of this loan.

THIS mortgage and the note secured thereby are executed by the undersigned officers of Pleasantburg Shopping Center, Inc., pursuant to the authority vested in them by resolution adopted by the stockholders and directors of Pleasantburg Shopping Center, Inc., at a joint special meeting of the stockholders and directors of said corporation duly called and held for that purpose on November 28, 1958.

TOGETHER with all rights, privileges, interest, easements, improvements, tenements, hereditaments, and appurtenances thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to or used in connection with said premises (all said property being herein referred to as "the premises").

TOGETHER with all right, title and interest, if any, of the Mortgagor of, in, and to any strips or gores of land adjoining said premises and of, in, and to any land lying in the bed of any stream, street, road or avenue, open or proposed, in front of or adjoining said premises to the center line thereof and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, escalators, incinerators, motors, dynamos, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, ventilating apparatus, air-conditioning equipment, mirrors, mantels, panelling, refrigerating plant, refrigerators, whether mechanical or otherwise, cooking apparatus and utensils, fire prevention and extinguishing apparatus, furniture, shades, awnings, screens, blinds, rugs, carpets and other floor coverings, lamps, draperies, curtains, hanging, pictures and other furnishings, and such other goods and chattels and personal property as are ever used or furnished in letting or operating a building similar to the ones herein described and referred to or in connection with the activities conducted therein, and all renewals or replacements thereof or additions thereto or articles in substitution thereof, whether or not the same are or shall be attached to said building in any manner, and also any and all other fixtures and articles of personal property, now or hereafter attached to, or used in connection with, the premises, expressly excepting and excluding, however, any materials, supplies, merchandise or other personal property which, in the ordinary course of business, would be consumed, sold, or otherwise disposed of, are and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by said Mortgage, which is hereby spread to cover the same. If any of the foregoing fixtures or articles of personal property be subject to a conditional bill of sale or chattel mortgage, then all the right, title and interest of the Mortgagor in