

South Greenville Restaurant, Inc., holds possession of the property herein described, pursuant to the written terms of a thirty year lease dated September 15, 1958, and recorded in the R.M.C. Office for Greenville County in Deed Book 612, Page 189. It is understood and agreed by the parties hereto that this mortgage shall extend to such leasehold estate as is held by the mortgagor; its successors and assigns, pursuant to the written agreement above referred to and to the buildings and improvements thereon. Should the mortgagor be in default in the payment of the rent on the lease aforesaid and such default be not cured pursuant to the terms of said lease, then such default shall be deemed a default of the within obligation and at the election of the holder of this mortgage, and the note which it secures, the entire balance of the within obligation may be declared immediately due and payable.

The following prepayment privileges are reserved:

(1) On any interest payment date to make additional principal payments; provided, however, that the total of such payments made during any twelve month period calculated from the date of the note, or any anniversary thereof, shall not exceed \$9,000.00; (2) on any interest payment date to make additional principal payments in excess of the amount provided under (1) above up to, and including, the entire balance due on the loan with a charge of 3% of such excess as consideration, during the first five (5) years from date of loan, and a charge of 2% of such excess during the remaining term of the loan.

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 the mortgagor does hereby covenant 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 the said mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.