

BCCA 823 Page 309

This mortgage is junior in rank to the lien of that mortgage given by Otis P. Moore and others to Nellie M. Smith, dated April 15, 1959, in the original amount of \$3001.38, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 782, Page 485, and a mortgage given by Otis P. Moore to Claude T. Smith, dated April 15, 1959, in the original amount of \$9690.00, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 782, Page 488.

The mortgagees agree that they will release from this mortgage any and all lots upon payment to the holder of said mortgage the sum of Five Hundred (\$500.00) Dollars per lot. Any and all lot release payments shall be applied to the payment of the note and mortgage debt principal.

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 mortgagee(s) **their** heirs, successors and Assigns. And **I** do hereby bind **myself, my** Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) **their** heirs, successors and Assigns, from and against the mortgagor(s), **his** Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.