

The above described property is subject to a reservation of a right-of-way for a railway spur track along the East boundary thereof, said right-of-way being 15 feet in width and running parallel with the 60 foot street which bounds said property on the East.

This is a portion of the property conveyed to the mortgagor by the Trustees of The Daniel Foundation by their deed dated December 21, 1955, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 542 at page 227.

It is understood and agreed that the lien of this mortgage shall be in every respect equal to and on a priority with the lien of that certain mortgage given by the Mortgagor herein to the Mortgagee herein dated March 21, 1957, in the amount of \$24,000.00, covering the identical premises herein described, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 708 at page 139. It is further understood and agreed that, at the election of the Mortgagee, default in this mortgage or in the aforementioned mortgage dated March 21, 1957, or in either of the notes which the same secure, shall be deemed and shall constitute a default in both of said mortgages and in the notes secured thereby.

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 The Peoples National Bank of Greenville, S.C., as Trustee, Sabothen, Inc. does itself and its Successors and Assigns, its successors and Assigns. And Sabothen, Inc., by hereby bind itself and its Successors and Assigns, ~~to warrant and forever defend all and singular the said Premises unto the said~~ The Peoples National Bank of Greenville, S.C., as Trustee, its successors and Assigns, from and against Sabothen, Inc., its Successors ~~and Assigns.~~ ~~and every person whomsoever lawfully claiming or to claim the same or any part thereof.~~