

BEGINNING at a point on the North side of National Highway No. 29, which point is 185.1 feet from the Northeast corner of said highway and Byrum Street, and at the joint front corner of Lots 1 & 2; thence with the said highway, N. 71-20 E. 61.7 feet to an iron pin; thence N. 53-30 W. 288 feet to a point; thence S. 35-00 W. 50 feet to a point at the Joint rear corner of Lots 2 and 1; thence with the line of Lot 2, S. 53-30 E. 251 feet to the point of beginning.

875  
395

This mortgage is a first lien as to Tract 4 of the property described herein, but is junior in rank to the lien of the following mortgages as applied to the remainder of said property:

TRACT 1: First mortgage held by Fidelity Federal Savings & Loan Association, Greenville, S. C., dated April 25, 1958, in the original amount of \$12,500.00, recorded in the Greenville County R.M.C. Office in Mortgage Book 745, Page 69.

TRACT 2: First mortgage held by Fidelity Federal Savings & Loan Association, Greenville, S. C., dated December 20, 1960, in the original amount of \$10,000.00, recorded in the said R.M.C. Office in Mortgage Book 345, Page 293.

TRACT 3: First mortgage held by Jane A. Neal, individually and as executrix of the will of C. A. Neal, dated December 11, 1959, in the original amount of \$140.50, recorded in the said R.M.C. Office in Mortgage Book 012, Page 309.

TRACT 5: First mortgage held by Fidelity Federal Savings & Loan Association, Greenville, S. C., dated September 16, 1954, in the original amount of \$4,300.00, recorded in the said R.M.C. Office in Mortgage Book 610, Page 134. *Thomas D. Bradley*

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, 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 unfinished 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) ~~its~~ ~~DEMS~~ successors and Assigns. And I do hereby bind my Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) ~~its~~ ~~DEMS~~ 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.

*Tract 3, herein above described, in this mortgage, is hereby released from the lien of this mortgage, by purchase and sale in the case of Jimmie R. Bell, deceased, substituted plaintiff vs. H. S. Bradley, the undersigned, as it is now on file in the Office of the Clerk of said Greenville County, as judgment rendered in said case.*  
*This is a copy of the same, 1/4/61*  
*E. Cannon,*  
*Master*