

the R.M.C. for Greenville County in Deed Book 623, at page 366.

ALSO that certain piece, parcel or lot of land shown on the aforesaid plat and designated thereon as "Ben Franklin," containing 7,000 square feet, more or less, as is more particularly described in lease from CENTER, INC., to SHOPS, INC., dated May 4, 1959, Memorandum thereof recorded in the office of the R.M.C. for Greenville County in Deed Book 635, Page 271.

and
TOGETHER with all rights, privileges which the mortgagor has in relation to parking areas, service drives, entrances, exits, sidewalks, and other common facilities.

And mortgagor, for itself, its successors and assigns, doth covenant with said mortgagee, its successors and assigns, that said leases are now valid and subsisting; that all the rent thereby reserved and payable prior to the date hereof has been paid, and that all the other of lessee's covenants and conditions therein contained have been observed and performed; that the said premises and leasehold are now free and clear of all encumbrances; and that mortgagor has good right and lawful authority to assign and transfer the same in manner and form aforesaid.

And mortgagor, for itself, its successors and assigns, doth further covenant with mortgagee, its successors and assigns, as follows:

- (1) To pay the said sum of \$290,000.00, and interest thereon, as the same shall become payable.
- (2) To keep the said buildings in good and tenantable repair, and that it shall be lawful for mortgagee, its successors and assigns, at all reasonable times to enter upon and view the state of the premises, and that upon receiving notice from it of any defect in the repair or condition of the premises, mortgagor will make good such defect.
- (3) To pay all taxes and assessments levied or assessed on the said premises or any part thereof immediately upon the same becoming due or payable, and to produce the receipts for such payments to the mortgagee, or its successors and assigns.
- (4) Not to commit or suffer any strip or waste of the said premises or to do or permit to be done thereon anything that may in any way impair the security of this mortgage.
- (5) To pay the said yearly rent by the said indentures of lease reserved in accordance with the terms and covenants therein contained, and to observe and perform all the other covenants, agreements, and conditions in said indentures contained on the part of the lessee therein to be observed and performed, and to keep indemnified the mortgagee, its successors and assigns, against all actions, proceedings, costs, claims, and damages by it incurred or sustained in respect of the nonpayment of the said rent or the nonobservance or nonperformance of the said covenants, agreements and conditions, or any of them.