

being the joint line of the Griffin and Dunlap Properties and being covered by the last mentioned building, S 19-49 W 33 feet to a point; thence turning slightly and continuing with said old property line through a portion of said building and beyond, S 18-25 W 102.6 feet to an iron pin on the northerly side of West Elford Street; thence turning and running with the northerly side of West Elford Street S 60-24 E 106.6 feet to the point of beginning.

Parcel No. 2: All those certain pieces, parcels or lots of land, with the buildings and improvements thereon, lying and being on and near the northerly side of West Elford Street, in the City of Greenville, South Carolina, and being portions of the property owned by Mallie B. Dunlap and D. O. Dunlap, and having according to a survey made by Dalton & Neves for Greenville Motel Co., Inc., dated May 1960, revised August 1960, and recorded in the RMC Office for Greenville County, S. C. in Plat Book UU, page 153, the following metes and bounds, to-wit:

(A) BEGINNING at an iron pin on the northerly side of West Elford Street, said pin being the joint front corner of the Griffin Property and the Dunlap Property, and being located 205.8 feet west of the northwesterly corner of the intersection of West Elford Street and North Main Street, and running thence along the joint line of said properties, a portion of which line is through a building located thereon, the following courses and distances: N 18-25 E 102.6 feet to a point; N 19-49 E 33 feet to a point; S 60-37 E 18.85 feet to a point on the outer face of a concrete wall; thence turning and running along the outer face of said concrete wall N 20-58 E 3.4 feet to a corner of said wall; thence turning and running along the outer face of said concrete wall and with the outer face of the brick wall of said building, N 69-05 W 23.1 feet to a point; thence turning and running on a line through the face of said wall and with a joint wall, the entire length of said building and beyond, S 20-58 W 134.7 feet to an iron pin on the northerly side of West Elford Street; thence turning and running along the northerly side of West Elford Street S 60-24 E 9.8 feet to the point of beginning.

(B) BEGINNING at a point which is located N 19-01 E 136.4 feet from an iron pin on the northerly side of West Elford Street (which iron pin on West Elford Street is located N 60-24 W 99.2 feet from the northwesterly corner of the intersection of West Elford Street and North Main Street), said pin being the common corner of the Griffin Property, the Cate Property and the Dunlap Property, and running thence along the common line of the Cate Property and the Dunlap Property, S 69-17 E 4.8 feet to an iron pin on the outer face of a brick wall; thence turning and running along the outer face of the brick wall N 20-55 E 0.9 feet to a point at the corner of said wall; thence turning and continuing with the outer face of said brick wall N 69-05 W 10 feet to a point in the common line of the Dunlap and Griffin Properties; thence with the line of said properties S 60-37 E 5.2 feet to the point of beginning.

In addition to the above described real estate this mortgage covers all furniture, fixtures, furnishings, and all other personal property now belonging or hereafter belonging to the mortgagor, located or hereafter to be located on the real estate for the operation of the motel now located on the premises.

The mortgagor covenants that during the term of this mortgage loan it will make no principal repayment on the \$35,000.00 of debentures previously issued by the mortgagor to its stockholders, or on any other debentures hereafter issued.

Greenville Motel Co., Inc. holds possession of Parcel No. 1, above described, pursuant to the terms of a 75 year written lease dated October 8, 1959, by and between Walter S. Griffin, Jr., as Landlord, and Greenville Motel Co., Inc., as Tenant, the term of which expires October 31, 2034, A.D., and amended by written agreement dated March 2, 1961, for the sole purpose of increasing the size of the leased premises, said lease being recorded in the RMC Office for Greenville County, S. C. in Deed Book 637, page 71, and the amendment being recorded in Deed Book 670, page 218. Greenville Motel Co., Inc. holds possession of Parcels No. 2(A) and No. 2(B), above described, pursuant to the terms of a written lease dated March 2, 1961, by and between Southern Mortgage Investment Co., Inc., as Lessor, and Greenville Motel Co., Inc., as Lessee, the term of which expires October 31, 2034, A.D., and recorded in said RMC Office in Deed Book 670, page 221. It is understood by the parties hereto that this mortgage shall extend to such leasehold estate as is held by the mortgagor, Greenville Motel Co., Inc., its successors and assigns, pursuant to the written leases above referred to, and the buildings and improvements thereon. Should the mortgagor, Greenville Motel Co., Inc., be in default in the payment of the rent, under either of the lease agreements aforesaid, and such default be not

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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.