

2. That certain 9 foot alley which heretofore intersected with the above described 20 foot alley and heretofore extended from North Main Street to Townes Street as shown on plat of property of C. E. Daniel, Greenville, South Carolina dated July 9, 1941, and prepared by J. E. Sirrine & Company, Engineers. Said 9 foot alley is presently included in the right-of-way of the Academy Street Loop. It is the intent of Grantor to hereby convey its right, title and interest, if any, in and to said 9 foot alley.

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The conditions and limitations thereon are more fully set forth in that certain deed from A. F. Day to Augustus W. Smith, H. T. Mills, Allen J. Graham and W. S. Griffin as trustees for the Young Mens Christian Association dated May 1, 1924 and recorded in the Office of the R. M. C. in Deed Book 99 at Page 68.

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.