

Star Theatres, Inc., prepared by John E. Woods, Registered Land Surveyor, dated January 17, 1972, recorded in the R.M.C. Office for Greenville County in Plat Book 4M at Page 87, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the east side of Winterberry Court, corner of a private street or roadway extending eastward from Winterberry Court, and running thence along the east side of Winterberry Court, S. 6-50 E., 57.33 feet to an iron pin on the east side of Winterberry Court, corner of other property of mortgagor; thence along the line of other property of mortgagor N. 83-10 E., 145.25 feet to an iron pin; thence still along other property of mortgagor N. 6-50 W., 57.33 feet to an iron pin on the south side of said private street or roadway; thence along the south side of said private street or roadway, S. 83-10 W., 145.25 feet to the beginning corner.

Being a portion of the property conveyed to Star Enterprises, Inc., by C. Heyward Morgan, et al, by deed dated August 1, 1960, and recorded August 8, 1960, in the Office of the R.M.C. for Greenville County in Deed Book 656 at Page 265.

Together with the rights of the mortgagor in and to the joint parking facilities as evidenced by Agreement among Star Theatres, Inc., Star Enterprises, Inc. and Eight Associates, Inc., dated March 29, 1971, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 913 at Page 328.

Together with the right of mortgagee to tie to and use the common walls now separating the building on the mortgaged premises from the building on other adjoining property of the mortgagor and with the further right of the mortgagee, its successors and assigns, to construct a party wall along the south side of the property hereinabove described so as to separate into two separate buildings the building on the property herein mortgaged from the building on other adjoining property of mortgagor, said buildings now being connected.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said **The Peoples National Bank, its successors** ~~and~~ and Assigns forever.

AND the said **Star Enterprises, Inc.**

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said **The Peoples National Bank, its successors**

~~and~~ and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than **One Hundred Twenty-five Thousand ----- (\$125,000.00) -----**

Dollars in such Company as shall be approved by the Mortgagee, **its** ~~successors~~ **SUCCESSORS** or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, **its successors** ~~or assigns~~ or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, **its successors** ~~or assigns~~ or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee, **its** ~~successors~~ **SUCCESSORS** or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.