

There is excluded from this description that portion of the property conveyed by deed from J. O. Lewis, Jr. to the City of Greenville, recorded in the RMC Office for Greenville, S. C. in Deed Book 500, Page 342, which was described as 9.5 feet in depth and 70 feet in width which was used to widen Aberdeen Avenue.

Together with all the mortgagor's right and interest in and to that 10 foot driveway and the use thereof lying along the southwest edge of the above property 5 feet of which is located on property of the mortgagor herein and 5 feet on property of W. B. Lewis, all of which is more particularly described in a driveway agreement made and entered into by the mortgagor, J. O. Lewis, Jr. and W. B. Lewis, under date of February 17, 1949, recorded in the RMC Office for Greenville County, S. C. in Deed Book 373, Page 255.

This is the same property conveyed to the mortgagor, J. O. Lewis, Jr. by deed of Rhodes Perdue, dated February 8, 1949, recorded in the RMC Office for Greenville County, S. C. in Deed Book 373, Page 265.

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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 mortgagee(s) ~~ITS~~ ~~XXX~~ 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~~ ~~XXX~~ successors and Assigns, from and against the mortgagor(s), **my** Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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