

and Charles W. Mims, Jr., dated April 22, 1974, recorded in Real Estate Mortgage Book 1307, Page 833, Greenville County RMC Office, in the original principal amount of \$35,500.00. Coffee St. Realty Co., the mortgagor herein, hereby covenants and agrees that said purchase money mortgage lien will be cancelled and the within mortgage to Liberty Life Insurance Company will become a first lien on this property on or before April 22, 1978.

ALSO: All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being at the northwestern corner of the intersection of East Coffee Street and North Irvine Street in the City of Greenville, Greenville County, South Carolina and having the following metes and bounds according to the above-referred to Plat:

BEGINNING at an iron pin on the northern right-of-way of East Coffee Street which pin is located 102 feet from the northeastern corner of the intersection of East Coffee Street and North Spring Street and running thence N. 21-00 E. 103.7 feet to a point at the corner of property owned by Askins; thence with the line of said Askins property, S. 68-25 E. 101.3 feet to an iron pin on the western right-of-way of North Irvine Street; thence with the western right-of-way of North Irvine Street, S. 20-35 W. 102.3 feet to a drill hole located at the intersection of the western right-of-way of North Irvine Street and the northern right-of-way of East Coffee Street; thence with the northern right-of-way of East Coffee Street, N. 69-14 W. 102.1 feet to the point of beginning. This property is subject to the lien of a prior mortgage in the original principal amount of \$300,000.00, dated July 14, 1972, recorded in Mortgage Book 1241, Page 43, given by Coffee St. Realty Co. to The Peoples National Bank, Greenville, South Carolina, subsequently assigned to Liberty Life Insurance Company by assignment recorded in Mortgage Book 1262, at Page 273. Coffee St. Realty Co. and Liberty Life Insurance Company hereby agree that the lien of the within mortgage shall be equal in priority to the lien of said prior mortgage.

ALSO: All that certain piece, parcel or lot of land together with improvements thereon, situate, lying and being at the southwestern corner of East North Street and North Irvine Street in the City of Greenville, Greenville County, South Carolina and having the following metes and bounds according to the above-referred to Plat:

BEGINNING at an old iron pin located at the point of intersection of the southern right-of-way of East North Street and the western right-of-way of North Irvine Street and running thence with the western right-of-way of North Irvine Street, S. 20-35 W. 141.2 feet to an iron pin in the line of property owned by Askins; thence with the line of said Askins property, N. 69-42 W. 67 feet to an iron pin; thence N. 20-28 E. 142.29 feet to an iron pin on the southern right-of-way of East North Street; thence with the southern right-of-way of East North Street, S. 68-47 E. 67.3 feet to the point of beginning. This property is subject to the lien of a prior mortgage in the original principal amount of \$300,000, dated July 14, 1972, recorded in Mortgage Book 1241, Page 43, given by Coffee St. Realty Co. to The Peoples National Bank Greenville, South Carolina, subsequently assigned to Liberty Life Insurance Company by assignment recorded in Mortgage Book 1262, at Page 273. Coffee St. Realty Co. and Liberty Life Insurance Company hereby agree that the lien of the within mortgage shall be equal in priority to the line of said prior mortgage.

Liberty Life Insurance Company presently owns and holds another note of the undersigned dated July 14, 1972, secured by real estate mortgage of same date recorded in Mortgage Book 1262, Page 273, Greenville County RMC Office. The undersigned hereby covenants and agrees that both loans will be of equal rank and any default under either the prior loan or the loan evidenced by this note shall constitute a default in both loans.

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.

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