

and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina

All that certain piece, parcel or tract of land lying in the State of South Carolina, County of Greenville, shown as 64.6 acres on plat of Property of Devenger Road Land Company, prepared by Dalton & Neves Co., Engineers, dated September, 1975, recorded in Plat Book 51 at page 73 in the RMC Office for Greenville County, and having such courses and distances as will appear by reference to said plat.



The three-page Commitment Letter, copy of which is attached hereto and made a part hereof, of The South Carolina National Bank by its duly authorized officer, William P. Fowler, to Devenger Road Land Company, dated September 10, 1975, is hereby incorporated herein and made a part of this Agreement.

* Office for Greenville County upon payment to the Mortgagee of the sum of \$6,000 for each lot released, said sum to be applied to the principal balance outstanding on the debt secured by this instrument and considered a partial payment on the next ensuing installment. Undeveloped property shall be released on the same basis upon payment of \$4,750.00 per each acre released. The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair, in any manner, the validity of or priority of this mortgage on the mortgaged premises remaining, nor release the Mortgagor, or any Guarantor, from personal liability for the indebtedness hereby secured.

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 buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, now or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor, in and to said property, and the rents, issues and profits thereof; and together also with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, 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 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 THE SOUTH CAROLINA NATIONAL BANK, its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK, 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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