

and Pacific Tea Company, Inc., dated July 1, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1039, Page 27.

ALSO: Together with that certain easement for sanitary and storm sewer and drainage as set out in the agreement from Jack E. Shaw to M & K Properties, a general partnership and The Great Atlantic and Pacific Tea Company, Inc. dated July 1, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1038, Page 995.

ALSO: Together with those certain easements in favor of and for the benefit of The Great Atlantic and Pacific Tea Company, Inc. as set out in the Declaration of Covenants and Encumbrances by and between M & K Properties, a general partnership, and The Great Atlantic and Pacific Tea Company, Inc., dated July 1, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1039, Page 1.

This being the same property conveyed to COBAL GARAGE, INC. by The Great Atlantic and Pacific Tea Company, Inc. by its deed dated March 7th 1977, and recorded in the Greenville County R.M.C. Office on 1977, in Deed Book 1054, at Page 2 .

Mailing address of Mortgagee: 5 East 42nd Street
New York, New York 10017

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues property, claim and demand whatsoever of the mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of the mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon said real estate or any part thereof and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned by hereafter acquired by the mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of the mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this mortgage. It is understood and agreed that all equipment is part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this mortgage be deemed conclusively to be conveyed hereby. The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm the lien of this mortgage on any equipment.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any

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