

PARCEL 4: Lease dated December 1, 1958 by and between Mary T. Nyland, as Lessor, and Southern Mortgage Investment Co., Inc., as Lessee, recorded on the same day in Deed Book 613, Page 271.

PARCEL 5: Lease dated December 1, 1958 by and between Lila E. Earle, as Lessor, and Southern Mortgage Investment Co., Inc., as Lessee, recorded on the same day in Deed Book 613, Page 297, as amended by Addendum dated April 30, 1979 and recorded in Deed Book 1101, Page 937.

- C. All furniture, fixtures, heating and air conditioning equipment, linens, kitchen and restaurant equipment and personal property owned by R. M. Caine and used in the operation of the motel, restaurant, dining room, lounge, bar, kitchen and pantry and all of the personal property owned by R. M. Caine in the room leased to the barber shop and the two rooms leased to the beauty salon, all located in the building situated on the premises described in Schedule A.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs and assigns forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the same premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

And the said Mortgagor agrees to insure the buildings on said premises in a sum not less than Three Hundred Ten Thousand and No/100 (\$310,000.00) Dollars in a company or companies satisfactory to the Mortgagee, and keep the same insured from loss or damage by fire and such other contingencies as the Mortgagee may require, and assign the policy of insurance to the said Mortgagee; and that in the event that the Mortgagor shall at any time fail to do so, then the said Mortgagee may cause the same to be insured and reimburse himself for the premium and expense of such insurance under this mortgage, with interest.

Any if at any time any part of said debt, or interest thereon, be past due and unpaid, Mortgagor does hereby assign the rents and profits of the above described premises to said Mortgagee, or his heirs, executors, administrators, successors or assigns, and agree that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, apply the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs or expenses; without liability to account for anything more than the rents and profits actually collected.

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