

BEGINNING at an iron pin at the intersection of Church Street and Rose Avenue and running thence along the eastern edge of the right of way of Church Street N. 25-13 E. 371.4 feet to an iron pin at the intersection of Church Street and Pearl Avenue and running thence with the intersection of said Church Street and Pearl Avenue, N. 68-21 E. 36.6 feet to an iron pin on the southern side of Pearl Avenue; thence with the southern side of Pearl Avenue, S. 68-50 E. 207.5 feet to an iron pin; thence continuing with the southern side of Pearl Avenue, N. 80-39 E. 54.8 feet to an iron pin; running thence S. 2-0 E. 268 feet to an iron pin on the northern side of Rose Avenue; thence with the northern side of Rose Avenue S. 88-00 W. 449.5 feet to the point of beginning.

Together with all right, title and interest of Church Street Properties Limited Partnership in and to that certain Lease executed by and between C. Dan Joyner, Lessor, and Robert L. Watkins and Tamara A. Watkins, as Lessees, dated April 19, 1971, recorded in the Office of the R.M.C. for Greenville County in Deed Book 937, at Page 559.

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, 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, 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 or 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, stoves, heater, 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, janitors 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.

This Mortgage is subject to and subordinate to the lien of that certain mortgage given by Mortgagee to Jefferson Standard Life Insurance Company dated March 23, 1973 and recorded in the R.M.C. Office for Greenville County in REM Volume 1270, Page 558, (hereinafter the "First Mortgage") which First Mortgage secures the repayment of a certain promissory note in the original principal sum of \$1,530,000 dated March 23, 1973 (the "First Note"), the First Note and the First Mortgage having been modified in certain respects by a certain Modification Agreement dated June 10, 1974 and recorded in the R.M.C. Office for Greenville County in REM Volume 1324, page 453.

*THS*