

BANK Greenville, S. C., its successors and assigns, the

following described real estate situated in the County of Greenville, State of South Carolina: ALL that piece, parcel or lots of land, together with improvements thereon, shown and designated as Lots 11, 12, 13 and 14 on plat recorded in the R.M.C. Office for Greenville County in Plat Book T, pages 299 through 300 (designated on 1974 tax maps for Greenville County as M5.1-2, Lots 13, 14, 16 and 17) located on the northeastern side of S. C. Highway 276 near Mauldin, S. C., Austin Township, reference to which plat is hereby craved for a more complete description by metes and bounds.

ALSO: That piece, or strip of land lying and being within the boundary of a 40-ft. proposed road, as shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book T, pages 299 through 300, adjacent to and northeast of Lots 12 and 14 on said plat, being further described as follows: BEGINNING at an iron pin on the southwest edge of said 40-ft. proposed road at the joint front corner of Lots 10 and 12 and running thence along the southwest edge of said proposed road S. 33-36 E. 199.8 feet to the joint front corner of Lots 14 and 16; thence N. 51-24 E. 40 feet to an iron pin on the edge of railroad right of way; thence along said right of way N. 33-36 W. 199.8 feet to an iron pin; thence S. 51-24 W. 40 feet to the beginning corner.

This is the same property conveyed to the Mortgagor by Frank P. McGowan, Jr., as Master in Equity for Greenville County, S. C. by deed recorded in the R.M.C. Office for Greenville County in Deed Book 1126, at page 472 on May 27, 1980.

This is a second mortgage, being junior in lien to that certain mortgage given by the Mortgagor to Southern Bank and Trust Company in the amount of \$60,000.00 recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1503, at page 953, on May 27, 1980.

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 Greenville, S. C., 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 Greenville, S. C., 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.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and or obligation secured hereby and in such order as Mortgagee may determine; or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. The Mortgagor hereby appoints the Mortgagee attorney irrevocable of the Mortgagor to assign each such policy in the event of foreclosure of this mortgage. In the event the Mortgagor shall at any time fail to keep the buildings and improvements on the property insured as above provided, then the Mortgagee may cause the same to be insured and reimburse itself for the premium, with interest, under this mortgage; or the Mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.

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