

above described, including the right of the mortgagor to use and enjoy that portion of the brick wall adjoining the above described property on the east, and also all other rights, and privileges heretofore conveyed to Liberty Investment Company by deed of Thomas P. Reynolds, et al, to Liberty Investment Company, dated October 1, 1933, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 170, page 277.

The land, easement and rights hereinabove described are the same that were conveyed to the mortgagor, Liberty Investment Company, by deed of Thomas P. Reynolds, et al, dated October 1, 1933, and recorded in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 170, page 277, and it is the intention of the parties hereto that this mortgage cover and include all the property and rights of every kind and nature described therein.

TOGETHER with all buildings and improvements now located upon the land hereinabove described and all additions or replacements that may be placed thereon prior to the payment of the debt secured by this mortgage, and all furniture, fixtures and equipment of every kind and nature now located or which may hereafter be placed in any building or buildings or additions hereafter erected, including but not limited to all seats, screens, scenery, curtains, fans, motors, loud speaker systems, projectors, sound equipment, spot lights, office equipment, musical instruments, and any other appliances, equipment or furnishings now used in, or in connection with, the operation of the Liberty Theatre.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its successors and assigns, forever. And the said Liberty Investment Company hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its successors and assigns, from and against itself, its successors and assigns, and all others whomsoever, lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Liberty Investment Company, its successors and assigns, shall and will forthwith insure the buildings now or hereafter erected on said property and keep the same insured from loss or damage by fire, and in such other forms of insurance as may be required by the Mortgagee, in some insurance company or companies approved by the Mortgagee in a sum satisfactory to the Mortgagee and assign the said policy or policies of insurance to the said Mortgagee, its successors and assigns, and in case it or they shall at any time neglect or fail so to do then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name and the amounts paid for the premiums shall become a lien on the above property, and enforced as the principal obligation.

AND should the Mortgagee, by reason of any such insurance against loss by fire or tornado as aforesaid, receive any sum or sums of money for any damage by fire or tornado to the said building or buildings, such amount may be retained and applied by it toward payment of the amount hereby secured; or the same may be paid over, either wholly or in part, to the said Mortgagor, its successors or assigns, to enable such parties to repair said buildings or to erect new buildings in their place, or for any other purpose or object satisfactory to the Mortgagee, without affecting the lien of this mortgage for the full amount secured thereby before such damage by fire or tornado, or such payment over, took place.

PROVIDED ALWAYS NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if Liberty Investment Company, the said Mortgagor, does and shall well and truly pay or cause to be paid unto the said Mortgagee, its successors and assigns, the said debt or sum of money aforesaid, in instalments at the time or times mentioned with the interest thereon, if any shall be due, according to the true intent and meaning of the said Note and all sums of money provided to be paid by the Mortgagor, its successors or assigns, under the covenants of this Mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue. AND IT IS AGREED, by and between the said parties, that the Mortgagor is to hold and enjoy the said premises until default in any payment shall be made. Upon any default in the payment of any of the principal of said debt, or of any interest thereon, at the time the same is due; or upon any default in the payment of any and all sums of money provided to be paid by the Mortgagor, its successors or assigns, under the covenants of this mortgage, or if the Mortgagor, its successors or assigns, shall at any time fail or neglect to insure and keep insured the buildings now or hereafter erected on said property, or shall fail to assign the said policy or policies of insurance to the Mortgagee, its successors or assigns, the whole debt shall, at the option of the Mortgagee, its successors or assigns, become at once due and payable and this Mortgage may be foreclosed by said Mortgagee, its successors or assigns.

IT IS AGREED and covenanted by and between the said parties that if the said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever, or if any suits have been begun or shall be begun affecting the same, or if any tax or assessment be made or levied upon the debt secured hereby or upon the Mortgagee, or its successors or assigns, for or on account of this loan, either by the State or County, or for