

given by William Choice Cleveland to The First National Bank of Greenville, S. C., in the original amount of \$160,000.00, dated February 12, 1953, and recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 553, page 543.

The said William Choice Cleveland is joining in this mortgage for the purpose of showing his written consent to the execution of said mortgage as provided for in the terms of the trust set forth in the deed hereinabove mentioned.

There is expressly excluded from this mortgage, that lot of land embraced within the boundaries above set forth located on the East side of South Main Street, fronting thereon approximately 18 feet and running back approximately parallel lines to a depth of 92 feet 3 inches. The said lot and building being excluded from this mortgage are particularly described by metes and bounds in a mortgage given by William Choice Cleveland to Margaret McKissick Cleveland, in the amount of \$38,000.00 dated December 12, 1952, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 548, at page 200.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared before me Margaret Lindley and made oath that she saw C. M. Gathney, Jr. as Trust Officer and H. J. Wynn as Assistant Cashier, of The First National Bank of Greenville, S. C., as Trustee for William Choice Cleveland under Trust Indenture made February 12, 1953, by William Choice Cleveland, a corporation chartered under the laws of the state of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the within written mortgage, and that she with Patrick C. Jant witnessed the execution thereof.

SWORN to before me this
_____ day of April, 1955.

Patrick C. Jant
Notary Public for South Carolina.

Margaret Lindley

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 gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators, and motors, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are furnished by a landlord in letting or operating an unfurnished building, similar to the one herein described and referred to, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, 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 heirs, executors, administrators, 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 mortgagee(s) its heirs, successors and Assigns. And we do hereby bind ourselves and our Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) its heirs, successors and Assigns, from and against the mortgagor(s), OUR Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.