

This mortgage is junior in rank to the lien of that certain mortgage dated September 26, 1961, executed by Violet J. Clayton to the Travelers Rest Federal Savings & Loan Association, Travelers Rest, South Carolina, in the original amount of Eight Thousand Dollars (\$8,000.00), which mortgage is recorded in the Greenville County RMC Office in Real Estate Mortgage Book 870 at Page 22.

ALSO, all inventory, supplies, and equipment of every kind and nature now used in the operation of the Clayton Tile Distributing Company located on Parkins Mill Road at Greenville, South Carolina, together with all additions and replacements thereto, which may be made prior to the repayment of the indebtedness referred to hereinabove provided that the mortgagor, Sidney M. Clayton, shall have the right to sell any of the inventory covered by this mortgage in the regular course of business from time to time in the future, said inventory when so sold shall be released and discharged from the lien of this mortgage. The mortgagors covenant that they will not sell, transfer, or otherwise dispose of any property covered by this mortgage except in the regular course of its business, and further covenant to maintain the inventory at the said business location in such amounts and quantities as shall be required by the mortgagee herein.

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 ~~or~~ its ~~successors~~ and Assigns. And, we do hereby bind ourselves, our Heirs, ~~successors~~ and assigns, ~~executors and administrators~~ to warrant and forever defend all and singular the said Premises unto the said mortgagee ~~or~~ its ~~successors~~ and Assigns, from and against the mortgagor(s), their Heirs, ~~successors, executors, administrators and assigns~~ and every person whomsoever lawfully claiming or to claim the same or any part thereof.