

One Dollar in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the said Mortgagee and to its successors, legal representatives and assigns, forever, all that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, more particularly described as follows:

Being more particularly shown as Phase II Construction on plat of property of Yorktown of Greenville Limited Partnership prepared by Jones Engineering Service, dated June 15, 1965, said plat being recorded in the office of the R.M.C. for Greenville County in Plat Book 333, Page 57, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Pelham Road, said iron pin being located in an easterly direction 667.5 feet from the intersection of said Pelham Road with East North Street Extension, and running thence along the northerly side of Pelham Road S. 58-47 E. 287.8 feet to a point; thence continuing along the northerly side of Pelham Road S. 60-02 E. 112.1 feet; thence turning and running N. 24-38 E. 237 feet to an iron pin; thence turning and running S. 65-22 E. 35 feet to an iron pin; thence turning and running N. 24-38 E. 32.3 feet; thence turning and running a new line across property of mortgagor, N. 65-52 W. 227.2 feet to a point in line of private roadway connecting East North Street Extension with Pelham Road; thence turning and running along said private roadway, S. 24-38 W. 57.2 feet to a point; thence turning and running N. 65-52 W. 205 feet to a point; thence turning and running S. 24-38 W. 168.5 feet to an iron pin on the northerly side of Pelham Road, the point of beginning.

(Metropolitan Life Insurance Company as the holder of prior mortgages over the above property has subordinated the above property from said mortgages held by it and has excepted from said subordination a certain right-of-way for sewer easement and a right-of-way for a driveway and an easement for egress and ingress as more fully set out in said subordination agreement recorded of even date herewith, reference to which is hereby made. The within mortgage is made subject to the reservation and exception contained in said subordination agreement.)

Together with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

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, bathtubs, 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 ever 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 the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

Provided always, that if the said Mortgagor, its successors or assigns, shall pay unto said Mortgagee, its successors or assigns,