

1978-11-16

and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK ~~XXXXXXXXXXXX~~, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

SEE SCHEDULE "A" ATTACHED HERETO FOR DESCRIPTION

The Mortgagor further covenants and agrees that any default in the first mortgage indebtedness on any of the security herein or any of the agreements made between the Mortgagor and DLJ Properties/74 or any other debts which the Mortgagor has to The South Carolina National Bank will constitute a default hereunder. Upon such occasion, The South Carolina National Bank reserves the right to declare all sums due and owing immediately due and payable.

The Mortgagor further covenants and agrees that the Mortgagor may not sell, transfer or convey, nor place as collateral for any other loan, any of the property herein without the prior written consent of The South Carolina National Bank. Mortgagor further acknowledges and agrees that the terms and conditions of the commitment to it made by The South Carolina National Bank dated November 18, 1974 are incorporated herein and made a part hereof by reference.

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 ~~XXXXXXXXXXXX~~, 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 ~~XXXXXXXXXXXX~~, 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.

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