

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 ~~OF CHARLESTON~~, its successors and assigns, the following described real estate situated in the County of Greenville, State of South Carolina:

All that piece, parcel or lot of land situate, lying and being on the Western side of Grove Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 3 as shown on a plat prepared by Dalton & Neves, dated April, 1959, and revised December, 1962, entitled "Property of Lavinia B. Chapman", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book RR at page 103 and having, according to a more recent plat prepared by Carolina Surveying Co., dated July 29, 1976, entitled "Property of Nehi-Royal Crown Bottling Co.", the following metes and bounds:

BEGINNING at an iron pin on the Western edge of the right of way for Grove Road at the joint corner of the premises herein described and property now or formerly of Piedmont Orthopedic Clinic, PA, and running thence with the line of the said Piedmont Orthopedic Clinic, PA, property N. 64-55 W. 420.7 feet to an iron pin on the Eastern edge of the right of way for Interstate 185; thence with the Eastern edge of the said right of way for Interstate 185 S. 15-54 W. 254.7 feet to an iron pin at the joint corner of the premises herein described and property now or formerly of Jean D. Adams; thence with the line of the said Jean D. Adams property S. 64-55 E. 380 feet to an iron pin on the Western edge of the right of way for Grove Road; thence with the Western edge of the said right of way for Grove Road N. 25-05 E. 251.5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Mrs. Lavinia B. Chapman, dated December 13, 1962, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 712 at page 431, and by deed of Lavinia B. Chapman, dated November 5, 1965, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 486 at page 93 on November 13, 1965.

Any default in the terms and conditions of the Security Agreement of even date herewith given as additional security for this loan and/or of the Building and Loan Agreement executed in connection with this loan shall constitute a default hereunder and any default in the terms and conditions of this mortgage shall constitute a default under the aforesaid Security Agreement and the Building and Loan Agreement.

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 ~~OF CHARLESTON~~, 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 ~~OF CHARLESTON~~, 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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