

of land with the buildings and improvements thereon, situate, lying and being on the Northwesternly side of Mills Avenue in the City of Greenville, South Carolina, being shown as Lot No. 13 and a small portion of Lot No. 14, Block "B" on the Plat of the property of O. P. Mills and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "C", Page 284, said lot fronting 72 feet on the Northwesternly side of Mills Avenue and having a depth of 180 feet on the southwesternly side of said avenue, a depth of 179.5 feet on the Northeasternly side and being 68.5 feet across the rear. The Southeasternly corner of this property is located on the Northwesternly side of Mills Avenue at a point 65 feet Southwest of the Northwesternly corner of the intersection of Mills Avenue and Elm Street.

This Mortgage and the note that it secures are given to secure the balance of the purchase price of the property described herein.

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, bath-tubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenance, 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, his heirs, executors, administrators, successors or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation, and the interest thereon, at the time and in the manner therein specified, then these presents and the estate hereby granted shall cease, determine and be void.

And the said Mortgagee, its successors, legal representatives or assigns, shall also be at liberty, immediately after any such default, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons bonded for the payment of such amounts to the appointment by any competent Court or Tribunal, without notice to any party, of a Receiver of the rents, issues, and profits of the said premises with power to lease the said premises, or such part thereof as may not then be under