

NOW, KNOW ALL MEN, That the said W. W. Kellett, Jr., & Frank Halter, as Trustees for Lewis Plaza Trust, in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, of Chattanooga, Tennessee, according to the terms of said note and also in consideration of the further sum of THREE DOLLARS to them the said W. W. Kellett, Jr., and Frank Halter as Trustees for Lewis Plaza Trust, in hand well and truly paid by the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY:

All of those pieces, parcels or lots of land with improvements thereon being known and designated as Parcels Nos. 3, 4, 5, 6 and 7 on a plat of Lewis Plaza compiled February 21, 1966 by Piedmont Engineers and Architects and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book JJJ at page 124, and having the following metes and bounds, to-wit:

As to #3: Beginning in the center of a party wall at the joint front corner of Parcels No. 2 and 3 and running thence S.23-45 W. 170.3 feet to the corner of West and South Plaza; thence along South Plaza N.56-15 W. 95 feet to the corner of Aberdeen Avenue and South Plaza; thence along said avenue N.23-45 E. 169.71 feet to the joint rear corner of Parcels 2 & 3; thence S.66-15 W. 95 feet through the party wall to the beginning corner.

As to #4: Beginning at a point on West Plaza at the corner of Parcel #4 and South Carolina National Bank property and running thence along the line of SCN Bank S.63-39 E. 32.02 feet; thence N.26-09 E. 20.3 feet; thence S.64-16 E. 32.5 feet to a point on East Plaza at the joint corner of said Parcel 4 and SCN Bank property; thence along East Plaza N.27-37 E. 141.2 feet; thence N.64-23 W. 74.8 feet to the corner of West Plaza; thence along West Plaza S.23-45 E. 161.3 feet to the beginning corner. SEE BACK TOGETHER with all and singular the Rights, Member, Hereditaments and Appurtenances to the said Premises belonging, or in anyway incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns forever.

AND they do hereby bind themselves and their Heirs, Executors and Administrators, Successors or Assigns, to warrant and forever defend all and singular the said Premises unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors and Assigns, from and against themselves and their Heirs, Executors, Administrators, Successors and Assigns, and all other persons whomsoever, lawfully claiming, or to claim the same, or any part thereof.

AND the said mortgagor doth, as additional security, hereby assign, set over, and transfer to the said mortgagee, all of the rents, issues and profits of the said mortgaged premises, accruing or falling due from and after the service of a summons in any action of foreclosure to which said mortgagee may be parties, and the holder of this mortgage shall be entitled to the appointment of a receiver for such rents and profits as a matter of right, without consideration of the value of the mortgaged premises as security for the amount due the mortgagee, or the solvency of any person or persons liable for the payment of such amount.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, Heirs, Executors, Administrators, Successors or Assigns shall and will insure the house and buildings on said premises and keep the same insured from loss or damage by fire, the perils covered by the standard Extended Coverage Endorsement or other hazards, that may be from time to time required by the Mortgagee, and assign the Policy of Insurance to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, and in case that they or we shall, at any time, neglect or fail so to do, then the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

AND IT IS FURTHER AGREED AND COVENANTED, by and between the said parties, that until the debt hereby secured be paid, the said Mortgagor s, their Heirs, Executors, Administrators, Successors or Assigns, shall and will pay all taxes on the property hereby mortgaged, when due and payable, and in case they or we fail to do so, the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, its Successors or Assigns, may pay said taxes, together with any costs or penalties incurred thereon, or any part thereof, and reimburse itself for the same, together with interest on the amount so paid, at the rate of seven (7%) per cent. per annum, from the date of such payment, under this Mortgage.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if the said W. W. Kellett, Jr. and Frank Halter, as Trustees for Lewis Plaza Trust, their successors or assigns,