

way of the C. & W. C. Railway; thence with the northeastern edge of the said right-of-way of the C. & W. C. Railway N. 35-45 W. 861 feet to an iron pin on the southern side of Fairfield Drive where it intersects with School Street; thence with the southern side of Fairfield Drive N. 75-06 E. 398.5 feet to an iron pin; thence with the curve of the intersection of Fairfield Drive and Haverhill Street, the chord of which is S. 70-34 E. 49.5 feet to an iron pin on the southwestern side of Haverhill Street; thence with the southwestern side of Haverhill Street S. 35-45 E. 798 feet to an iron pin; thence with the southern side of Haverhill Street S. 80-41 E. 692.1 feet to an iron pin; thence with the curve of the intersection of Haverhill Street and Bon Air Street, the chord of which is S. 35-41 E. 70.7 feet to an iron pin on the western side of Bon Air Street; thence with the western side of Bon Air Street S. 9-19 W. 720 feet to the point of beginning.

The above described property is subject to the right-of-way of the C. & W. C. Railway as shown on the plat hereinabove referred to.

This is the identical property conveyed to the mortgagor herein by deed of William R. Timmons, Jr., dated May 6, 1953, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 478, Page 37, by deed of William R. Timmons, Jr., dated March 29, 1955, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 521, Page 435, and by deed of Wm. R. Timmons, Jr., dated March 12, 1957, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 573, Page 147.

ALSO All equipment pertaining to the building operation, including, but not restricted to, air conditioning and leasehold improvements, and all additions thereto and replacements thereof.

Mortgagor covenants to furnish audited annual statements of the borrower and of Her Majesty Underwear Company which has endorsed and guaranteed the payment of this loan within ninety (90) days after the end of the fiscal year of the respective companies.

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 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 appurtenances, and such other goods and chattels and personal property as are 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 all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY 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.