

to an iron pin on the northwestern side of said frontage road; thence with said frontage road, S. 21-10 W. 18 feet to an iron pin; thence S. 4-12 E. 47.85 feet to a point; thence S. 46-52 W. 51 feet to an iron pin; thence N. 42-50 W. 20.5 feet to an iron pin; thence S. 47-20 W. 244.6 feet to an iron pin; thence S. 42-43 W. 132.6 feet to an iron pin at the point of beginning.

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.

The mortgagor also assigns, pledges and grants unto the mortgagee, its successors and assigns, a security interest in and to all furniture, fixtures and equipment (including, but not limited to, furniture and equipment used in connection with the operation of a mortuary) now owned or hereafter acquired by the mortgagor herein and located on the above described premises; provided, however, that so long as this mortgage or the note which it secures is not in default, the mortgagor shall have full rights of substitution with respect to all of said personal properties and fixtures.

TO HAVE AND TO HOLD all and singular the said Premises unto the said The Peoples National Bank, Greenville, South Carolina, 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 Peoples National Bank, Greenville, South Carolina, 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.

This conveyance is intended (i) to constitute a security agreement as required under the Uniform Commercial Code of South Carolina and (ii) to operate and is to be construed as a real estate mortgage passing the title to the premises to the mortgagee and is made under those provisions of the existing laws of the State of South Carolina relating to real estate mortgages and is given to secure a debt evidenced by a certain mortgage note of even date herewith executed by the mortgagor, as described above.

And said mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and