

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, dressing and locker room facilities, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, kitchen equipment, mirrors, mantels, refrigerating plant and ice-boxes, cooking apparatus and appurtenances, lighting equipment, air conditioning equipment, and such other goods and chattels and personal property as are owned and used by the Mortgagee in the operation of the indoor tennis facility upon the subject mortgaged property, which are or shall be attached to said facility 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 The Citizens and Southern National Bank of South Carolina, its successors and assigns. And the mortgagor does hereby covenant to warranty and forever defend all and singular the said Premises unto the said The Citizens and Southern National Bank of 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.

In addition to any other rights or remedies it might have hereunder, the mortgagee may, at its option require the mortgagor to pay the mortgagee on the first day of each month, until the indebtedness secured hereby is paid in full, a sum equal to one-twelfth of the annual taxes, public assessments and insurance premiums, as estimated by the mortgagee on the

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