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or in anywise appertaining, and including all franchises, licenses and easements; and together with all heating, lighting, plumbing and air conditioning equipment and personal property owned by Mortgagors and now located on or used in connection with the premises, and all replacements thereof or articles in substitution therefor, whether or not the same are attached to the building on the lands herein described.

All of the above mentioned lands, buildings, improvements, fixtures, equipment, tenements, hereditaments, appurtenances and other property interest are sometimes collectively referred to herein as the "Mortgaged Property".

UNDER AND SUBJECT, nevertheless, to the lien of:
That certain mortgage dated July 29, 1965 in favor of
Carolina National Mortgage Investment Co. in the original amount of
\$13,000.00, recorded in the RMC Office for Greenville County in
Mortgage Book 1002 at Page 405.

The Mortgage described above is hereinafter referred to as the "Prior Mortgage". The sum of the outstanding principal balance of the Prior Mortgage totals \$ . Mortgagors hereunder in no manner assume the indebtedness of the Prior Mortgage, but acknowledge the superiority of its position and take the property "subject to" the Prior Mortgage. This Wrap-Around Mortgage shall be subordinate to the Prior Mortgage. All terms, provisions and conditions contained in the Prior Mortgage and the Note secured by it, except as may be incompatible with the express terms of this Wrap-Around Mortgage are incorporated herein by reference as if expressly set forth in the Mortgage thereby giving the holder of this Wrap-Around Mortgage the same rights and privileges as the holder of the Prior Mortgage.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, their successors and assigns, forever.

THE MORTGAGORS HEREBY COVENANT AND AGREE WITH THE MORTGAGEE AS FOLLOWS:

1. Mortgages are lawfully seized of the premises hereinabove described in fee simple absolute, and have good right