

the eastern part of Lot No. 230 on plat of subdivision known as Traxler Park, shown on plat recorded in the R.M.C. Office for Greenville County in Plat Book F, pages 114-115, and having, according to a recent survey made by R.E. Dalton, on May 6, 1937, the following metes and bounds, to-wit:-

BEGINNING at an iron pin at the Northwest corner of the intersection of Byrd Boulevard and Rock Creek Drive, and running thence with the West side of Rock Creek Drive N. 8° 47' E. 65.1 feet to a point on said drive; thence continuing with said drive on a curved line N. 43° 02' E. 100 feet to an iron pin; thence continuing with said drive N. 59° 17' E. 50 feet to an iron pin at corner of Lots 292 and 293; thence with the joint line of the last mentioned Lots N. 25° 23' W. 250 feet to an iron pin; thence along the rear line of Lots 235, 236, 237 and 238 S. 62° 34' W. 227.4 feet to an iron pin; thence N. 57° 40' W. 65 feet to an iron pin in the rear line of Lot No. 230; thence through Lot No. 230, S. 29° 32' W. 189.5 feet to an iron pin on the North side of Byrd Boulevard; thence with the North side of said Byrd Boulevard S. 60° 28' E. 290 feet to an iron pin; thence continuing with said Boulevard on a curved line S. 75° 15' E. 100 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by three separate deeds, as follows:

1. Deed from G. W. Echols to Gertrude P. Leake and B. H. Peace, Jr., dated February 7, 1933, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Vol. 168 at page 161.
2. Deed from Gertrude P. Leake to B. H. Peace, Jr., dated December ____, 1933, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Vol. 174 at page 191.
3. Deed from Mabel G. Lynn to B. H. Peace, Jr., dated March 18, 1937, and recorded in the R.M.C. Office for Greenville County, S. C., in Deed Vol. 193 at page 320.

TOGETHER with the appurtenances and all the estate and rights of the said Mortgagor in and to said premises.

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 the said premises and every part thereof with the appurtenances unto the said Mortgagee, its successors, legal representatives and assigns forever.

PROVIDED ALWAYS, that if the said Mortgagor, his heirs, executors, administrators or assigns, shall pay unto the said Mortgagee, its successors or assigns, the said sum of money mentioned in the condition of the said note or obligation at the times and in the manner therein specified, and shall comply with all other conditions of this instrument then these presents and the estate hereby granted shall cease, determine and be void.

AND the said Mortgagee, its successors, legal representatives or assigns, shall be at liberty within thirty days or thereafter, upon a complaint filed or any other proper legal proceeding being commenced for the foreclosure of this Mortgage, to apply for, and the said Mortgagee shall be entitled as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due the Mortgagee, or of the solvency of any person or persons responsible