by Lewis Plaza, Inc., by deed dated September 21, 1948, and rescorded in the office of the R. M. C. for Greenville County in Deed Book _____, Page _____.

It is understood and agreed that this mortgage is second and junior in rank to a mortgage executed or to be executed by Plaza Theatre, Inc., to The South Carolina National Bank of Charleston, Greenville, S. C., and/or the Carolina Life Insurance Company, in the principal sum of Fifty-five Thousand (\$55,000) Dollars, and mortgage will waive the lien of the within mortgage in favor of said mortgage or mortgages upon request by the mortgager,

The insurance hereinafter required shall be included in a Fifty-five Thousand (\$55,000) Dollar policy with mortgage clause to the first mortgagee and to Lewis Plaza, Inc., second mortgagee, as their interests may appear.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

Lewis Plaza, Inc., its successors

Heles and Assigns forever. And said corporation does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said Lewis Plaza, Inc., its successors and Assigns, from and against itself, its Successors and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.