

a point which is the center of the prolongation of a line marking the center of a thirteen inch party wall; thence N. 21-12 E. 5 feet to a point in the center of said thirteen inch wall; thence with the center of said wall, N. 21-12 E. 20 feet to a point where an air space commences; thence N. 21-12 E. 49.5 feet to a point in center of the said thirteen inch brick wall; thence with the center of said wall, N. 21-12 E. 45.5 feet to a point on the South side of East Coffee Street; thence with East Coffee Street, S. 68-33 E. 76.35 feet to point of beginning.

ALSO: All of the fixtures, equipment and furnishings (including heating and aircondition equipment) attached to and used in the operation of said building.

This is a purchase money mortgage and is given to secure the credit portion of the purchase price shown in deeds of the grantors recorded simultaneously herewith.

In accepting this mortgage instrument, and the promissory note which it secures, the said mortgagees for themselves, their heirs, assigns, administrators and executors do expressly waive and relinquish any right, rights or claim to which they may be entitled under the laws of South Carolina or under the provisions of this instrument or under the provisions of said promissory note, with respect to any deficiency judgement (in the event of foreclosure of this mortgage) against the said mortgagors and their heirs only.

It is understood that as of the date of the execution of this instrument this mortgage is owned by the said mortgagees in the following proportions to-wit: Madge V. Stokes, a one-third interest; Rembert R. Stokes, a one-third interest; Vivian Stokes Frazier, a one-sixth interest; and Rembert R. Stokes, Jr., a one-sixth interest.

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

TO HAVE AND TO HOLD all and singular the said Premises unto the said mortgagees, their Heirs and Assigns forever. And we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagees, their

Heirs and Assigns, from and against us and our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor, s agree to insure the house and buildings on said lot in a sum not less than Ninety Thousand and No/100 (\$90,000.00) ----- Dollars in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in mortgagees' name and reimburse themselves for the premium and expense of such insurance under this mortgage, with interest.