

622 in 125

This is the same property conveyed to Colonial Court Hotel by deed of James R. Little and by deed of W. H. Myers, et al, dated December 27, 1949, recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 398, page 513, and Deed Book 398, page 515.

Together with all furnishings, furniture, fixtures, and equipment of every description and kind now located in the buildings on the above described property and located on the premises above described and used in connection with the operation of the Colonial Court Hotel, including all replacements and additions that may be made thereto prior to the payment of the indebtedness secured by this mortgage.

This mortgage and the note secured hereby are executed by the undersigned officers of Colonial Court Hotel, pursuant to the power and authority conferred on them by resolutions duly adopted by the Directors and Stockholders of the corporation at a meeting duly called and held for that purpose on February 9th, 1956.

This mortgage shall rank equal in priority with the lien of that mortgage given by Colonial Court Hotel to Liberty Life Insurance Company, in the original amount of \$100,000.00, dated January 1, 1955, recorded in the R.M.C. Office for Greenville County, S. C., in Mortgage Book 622, page 465, and it is understood and agreed that a default under the terms of the within mortgage or a default under the terms of the \$100,000.00 mortgage hereinabove referred to or a default under the terms of the notes secured thereby will constitute a default under both of said mortgages.

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

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 all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY 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.