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

This mortgage and that other mortgage encumbering a portion of the property herein described, which other mortgage was executed on October 17, 1966, by Botany Arms Apartments, A Partnership, to Cameron-Brown Company in the original amount of $1,175,000.00, recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1042, page 663, and assigned on May 15, 1967, by Cameron-Brown Company to The Mutual Life Insurance Company of New York by assignment recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1057, page 406, the principal balance owing on said other mortgage being $1,175,000.00, are hereby consolidated so as to constitute a co-ordinate first mortgage lien in the principal amount of $1,345,000.00, the aggregate of which mortgage lien or liens is to be discharged in installments, the last of which is hereby stipulated to be due and payable on the first day of November, 1991. All security under this mortgage is hereby constituted as also being security under the other mortgage hereinabove referred to as fully as if originally described therein.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, nor or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor in and to said property, and together with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, hoods, dishwashers, disposals, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, washing machines, dryers, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, 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 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. The Mortgagee agrees, however, that with reference to furniture and furnishings other than any articles separately specified above in this paragraph, this Mortgage shall be junior to such liens as may, with the Mortgagee's written approval, be placed thereon by the Mortgagor to finance the initial acquisition thereof. The lien of this Mortgage shall not extend to the personally owned furniture and furnishings of apartment tenants.

As further security for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby assign and transfer all such leases to