

ALL that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, both within and without the City of Greenville, being a part of that tract of land now known as Terrace Shopping Center bounded on the east by property now or formerly of Fred M. McPherson and Thelma H. McPherson (which is shown on plat recorded in the office of the R.M.C. for Greenville County in Plat Book ZZ at Page 7) and bounded on the west by Colonial Stores, and more particularly described as follows:

BEGINNING at the northeast corner of the Colonial Stores building and running thence N. 64-30 E. 30 feet, more or less, to a point, corner of property now or formerly of McPherson and running thence S. 25-30 W. 120 feet to a point; thence S. 64-30 W. 30 feet to a point; thence along the eastern edge of Colonial Stores N. 25-30 W. 120 feet to the point of beginning and containing 3600 square feet, more or less.

The leasehold interest herein mortgaged is that certain lease dated December 1, 1967, between Center, Inc., landlord, and Stores, Inc., tenant.

And mortgagor, for itself, its successors and assigns, doth further covenant with mortgagee, its successors and assigns, as follows: (1) To pay the said sum of \$40,000.00 and interest thereon as the same shall become payable. (2) To keep the said building in good and tenantable repair, and that it shall be lawful for mortgagee, its successors and assigns, at all reasonable times to enter upon and view the state of the premises, and that upon receiving notice from it of any defect in the repair or condition of the premises, mortgagor will make good such defect. (3) To pay all taxes and assessments levied or assessed on the said premises or any part thereof immediately upon the same becoming due or payable, and to produce the receipts of such payments to the mortgagee, or its successors and assigns. (4) Not to commit or suffer any strip or waste of the said premises or to do or permit to be done thereon anything that may in any way impair the security of this mortgage. (5) To pay the said yearly rent by the said indenture of lease reserved in accordance with the terms and covenants therein contained, and to observe and perform all the other covenants, agreements, and conditions in said indenture contained on the part of the lessee therein to be observed and performed, and to keep indemnified the mortgagee, its successors and assigns, against all actions, proceedings, costs, claims and damages by it incurred or sustained in respect of the nonpayment of the said rent or the non-observance or non-performance of the said covenants, agreements, and conditions, or any of them.

Continued on the back hereof.

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 **THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA** its successors ~~and~~ and Assigns forever.

AND the said **STORES, INC.,**

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said **THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, its successors**

~~and~~ and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, by and between the parties hereto that the said Mortgagor, its successors or assigns shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire for the benefit of the said Mortgagee, for an amount not less than **Forty Thousand (\$40,000.00) Dollars**

~~and~~ in such Company as shall be approved by the Mortgagee **its** executors, administrators or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee **its** executors, administrators or assigns may effect such insurance and reimburse themselves under this mortgage for the expense thereof,

with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee **its** executors, administrators or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said Mortgagee **its** heirs, executors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sum so paid, with interest thereon from the date of such payment.