

BEGINNING At an iron pin at the southeast corner of the intersection of Aberdeen Avenue and South Plaza and running thence along the south side of South Plaza, S. 66-15 E. 95 feet to an iron pin, corner of South Plaza; thence along the west side of South Plaza, S. 23-45 W. 60 feet to an iron pin; thence leaving South Plaza and running S. 23-45 W. 120 feet to a point on the north side of First Street; thence along the north side of First Street, N. 66-15 W. 95 feet to an iron pin at the northeast intersection of First Street and Aberdeen Avenue; thence along the east side of Aberdeen Avenue, N. 23-45 E. 180 feet to the beginning corner, being a portion of the property conveyed to Lewis Plaza, Inc., by Janet Lewis Perdue, et al, on January 14, 1948, and the same property conveyed to Plaza Theatre, Inc., by Lewis Plaza, Inc., by deed dated September 21, 1948, and recorded in the Office of the R.M.C. for Greenville County in Deed Book 366, Page 237.

ALSO All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, at the northeast corner of the intersection of Aberdeen Avenue and First Street, in a subdivision known as Lewis Plaza, as shown on plat of Dalton & Neves, Engineers, dated June, 1952, and recorded in the Office of the Register of Mesne Conveyance for Greenville County in Plat Book BB, Page 54, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northeast intersection of what was formerly First Street and Aberdeen Avenue, at the corner of other property conveyed by Lewis Plaza, Inc., to Plaza Theatre, Inc., (Deed Book 366, Page 237) and running thence along the northern edge of what was formerly First Street and property of Plaza Theatre, Inc., S. 66-15 E. 95 feet to a point, corner of property of Plaza Theatre, Inc.; thence S. 23-45 W. 10 feet to a point in what was formerly First Street but which is now the north side of First Street; thence N. 66-15 W. 95 feet to a point in the eastern line of Aberdeen Avenue; thence along the eastern line of Aberdeen Avenue, N. 23-45 E. 10 feet to the beginning corner. This property is a strip 10 feet wide by 95 feet in length off the north side of First Street, which street has been reduced from 60 feet in width to 50 feet in width.

Plaza Theatre, Inc., was merged with Star Theatres of Greenville, Inc., Star Theatres of Clemson, Inc., and Star Theatres of Hendersonville, Inc., into Star Theatres, Inc., by Merger Agreement dated September 10, 1958, recorded in the Office of the R.M.C. for Greenville County in Deed Book 610, Page 279. Under the terms of said Merger Agreement, the mortgagor herein became the owner in fee simple of the premises herein mortgaged.

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 Peoples National Bank, Greenville, S.C., its successors ~~and~~ and Assigns forever.

AND the said Star Theatres, Inc.,

does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said The Peoples National Bank, Greenville, S. C., 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 Seventy-five Thousand and no/100 - - (\$75,000.00) - - - -

Dollars in such Company as shall be approved by the Mortgagee, its successors ~~or assigns~~ or assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, its successors ~~or assigns~~ 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 successors ~~or assigns~~ 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 successors ~~or assigns~~ 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.