

McClaren, N. 69-33 E., 100.95 feet to an old iron pin; thence S. 20-46 E., 55 feet to an iron pin, property now or formerly of South Carolina Highway Department; thence N. 69-28 E., 34 feet to an iron pin; thence S. 20-46 E., 16.45 feet to an iron pin on Academy Street; thence with Academy Street, the following courses and distances: N. 73-46 E., 214.1 feet to an iron pin; thence N. 60-44 E., 196.3 feet to an iron pin; thence N. 50-10 E., 109 feet to an iron pin; thence N. 43-11 E., 89 feet to an iron pin; thence N. 39-04 E., 142.3 feet to an iron pin; thence N. 25-46 E., 72.5 feet to an iron pin; the point of beginning.

The above property was conveyed to Anderson Auto Parts Co., Inc. herein by deed of Southern Piedmont Ice Company dated May 4, 1979 and recorded May 9, 1979 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1102 at page 100.

ALSO, all that certain piece, parcel or tract of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, and having according to the plat prepared by Clarkson Surveying for Southern Ice Company dated May 2, 1979, and revised February 9, 1981, comprising 1.9 acres, and having according to said plat the following metes and bounds:

BEGINNING at the point of intersection of the southern-most boundary of the property and the easterly right-of-way boundary of Westfield Street and running N. 65-46 E., 220.4 feet; N. 60-16 E., 689.6 feet; thence turning and running N. 25-46 E., 46.5 feet; N. 48-35 E., 73 feet; N. 33-53 E., 16.7 feet; thence turning and running S. 82-45 W., 67.7 feet; S. 65-00 W. 200 feet; S. 60-18 W. 280 feet; S. 60-18 W., 294 feet; S. 65-04 W., 127.75 feet; thence turning and running along the right-of-way of Westfield Street S. 11-14 W., 107 feet, to the point of beginning.

The aforesaid property was conveyed to Anderson Auto Parts, Inc. by deed of Southern Railway Company, a Virginia Corporation, dated April 10, 1980 and recorded May 28, 1980 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1126 at page 537.

AND it is further covenanted and agreed that the mortgagee will at the demand of the mortgagor, effect, execute and deliver unto the mortgagor instruments of release releasing from the lien of this mortgage such portions of the property encumbered hereby as the mortgagor may require, excepting that portion upon which improvements are located. The mortgagor to be entitled to the execution of each such release, shall pay to the mortgagee, simultaneously with the receipt of such release, an amount equal to \$25,000.00, multiplied by the number of acres, or pro-rata portion of acres, to be released. Regardless of whether the mortgagor prepays any part of the principal of the mortgage debt, partial release shall be granted at the rate of one acre, for every timely payment of \$25,000.00 of the principal of the mortgage debt.

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 mortgagee(s) ^{its} heirs, successors and assigns And the/ ~~do~~ ^{undersigned does} hereby bind ~~xxx~~ itself and its ^{its} Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) heirs, successors and Assigns, from and against the mortgagor(s), ^{its} Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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