

Fountain Inn, Greenville County, South Carolina, being shown on a plat thereof made by Freeland & Associates, Engineers, dated March 20, 1979 and April 16, 1980, attached to and a part of the Leases above described and which specifically appear of record in the RMC Office for Greenville County, S. C., in Deed Book 1126, pages 24 and 25.

Said property being bounded on the east by the right of way of the Putman Road, on the south and west by the frontage road of U. S. Highway No. 276, on the west by other property of William S. Armstrong, et al, and on the north by Putman, reference to which plat is hereby craved for the metes and bounds thereof.

The above described property is a portion of the same conveyed to the Lessors by deed of Kate Curry Armstrong recorded in the RMC Office for Greenville County, S. C., in Deed Book 824, page 108 on July 21, 1967 and devised to all of the Lessors and Kate Curry Armstrong under the Last Will and Testament of E. S. Armstrong, deceased, who died a resident of Greenville County, South Carolina on June 6, 1961 as will appear by reference to the records of the Probate Court for Greenville County, S. C., contained in Apartment 764, File 5.

Whenever the term "note" is used in this mortgage instrument the same shall refer to the \$750,000.00 notes given by George B. Nalley, Jr. and Blake P. Garrett, Jr., as Trustee, to Southern Bank & Trust Company hereinabove referred to.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all additions and materials to be used in the expansion, improvement, construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus and other chattels and personal property now or hereafter on said premises, whether affixed or annexed as a part of the realty or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, (excluding trade fixtures and chattels brought upon the premises and owned by any Tenant or Lessee of the Mortgagor) and all rents, issues and profits which may arise or be had from any portion or all of said premises, whether or not covered by the terms of any Leases, assignment of Leases and rentals given by Mortgagor to Mortgagee as further security for the aforesaid indebtedness.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. That the Mortgagor will promptly pay all principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee up to and including the above stated total amount of the note, and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
3. That the Mortgagor is the lawful owner of the premises above described, has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever, except as noted to the contrary on Schedule A, attached hereto. The Mortgagor