ed,

Marchant to E. M. Wharton dated April 15, 1921, recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 69, page 233, and also shown on plat recorded in said R. M. C. Office in Plat Book "E", at page 17.

Also all the mortgagor's right, title and interest in and to the 17 inch brick wall located along the south edge of the property and described lot.

The 17 inch brick wall located on the north edge of the above described property is wholly on the property of the mortgagor herein but said wall is subject to the right of Thomas S. Carpenter, et al, to tie onto and use the same as shown by agreement on file in the Office of R. M. C. for Greenville County, S. C., in Deed Book 181, at page 296.

This mortgage and the note secured hereby are executed by The First National Bank of Greenville as administrator cum testamento annexo of the Estate of E. M. Wharton, deceased, and as Trustee under the will of E. M. Wharton, deceased, pursuant to the power and authority conferred by the terms of the will of the said E. M. Wharton, deceased, which is on file in the Office of the Probate Court for Greenville County, S. C., in Apartment 619, File 23.

## STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PERSONALLY appeared before meMartha M. Baugh	and made
oath that she saw H. J. Winn as Vice President and	C. M.
Gaffney, Jr. as Trust Officer of The First National B	ank of Greer
ville as Administrator cum testamento annexo of The Estate of	E. M.
Wharton, deceased, and as Trustee under the will of E. M. Whar	rton. deceas
sign, seal with its corporate seal and as the act and deed of	said cor-
poration deliver the within written mortgage, and that she, wi	th
Patrick C. Fant witnessed the execution thereof.	
SWORN to before me this	
4th day of <u>June</u> , 1954.	
Potrick C. Faut Notary Public for South Carolina Marila M. fai	

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.

Assigns. And it doesled hereby bind itself and its the said Premises unto the said mortgagee(s) its been, successors and Administrators to warrant and forever defend all and singular the said Premises unto the said mortgagee(s) its 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.