BANK ______, its successors and assigns, the

following described real estate situated in the County of Greenville State of South Carolina:

ALL those pieces, parcels or lots of land with all improvements thereon or hereafter constructed thereon situate, lying and being in State of South Carolina,
County of Greenville, being Lots 10, 11, 12, 13, 23, 24 & 25 on plat of property
of Mrs. Bertie E. Burns by Dalton & Neves, Engrs., Aug. 1925, and having following
courses and distances according to plat recorded in RMC Office for Greenville
County in Plat Book G, page 30: BEGINNING at iron pin on northwest corner of Bent
Bridge Road and Merritt Street and running thence with Bent Bridge Road S.79-29 W.
210 feet to iron pin, corner Lot 14; thence with line of Lot 14, N. 10-31 W. 150
feet to iron pin in line of Lot 23; thence with line of Lot 23, S. 79-29 W. 64 ft.
to iron pin, corner Lot 22; thence with line of Lot 22, N. 12 W. 151.5 feet to iron
pin on Durham Street; thence with Durham Street N. 78 E. 180 feet to iron pin on
corner of Merritt Street; thence with Merritt Street S. 18-03 E. 309.2 feet to
beginning.

ALL those lots of land with improvements in Greenville Township, county and state aforesaid, fronting on Bent Bridge Road (also known as Old Harris Road) being all of Lot 14 and eastern half of Lot 15 of property formerly belonging to Mrs. B. E. Burns shown on plat thereof recorded in RMC Office in Plat Book G, page 30, and having in aggregate following metes and bounds: BEGINNING at joint corner of Lots 13 and 14 on Bent Bridge Road and running thence along joint line of said lots N. 10-31 W. 150 feet to iron pin at rear corner of said lots; thence along rear line of Lot 14 and one-half Lot 15, S. 79-29 W. 75 feet to point in center of rear line of Lot 15; thence down center of said Lot 15, S. 10-31 E. 150 feet to point on Bent Bridge Road; thence along morthern boundary of said road N. 79-29 E. 75 feet to beginning. All above being same property conveyed to Mortgagor by deed of the School District of Greenville County recorded Aug. 31, 1971, Deed Book 924, pg.86.

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 buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, now or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor, in and to said property, and the rents, issues and profits thereof; and together also with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, 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 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.

THIS MORTGAGE IS JUNIOR IN LIEN TO THAT CERTAIN MORTGAGE IN FAVOR OF FIRST FEDERAL SAVINGS & LOAN ASSOCIATION IN THE ORIGINAL SUM OF \$68,500.00 RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY ON MARCH 8, 1972, IN MORTGAGE BOOK 1232, PAGE 377.

And said Mortgagor agrees to keep the buildings and improvements now standing or hereafter erected upon the mortgaged premises and any and all apparatus, fixtures and appurtenances now or hereafter in or attached to said buildings or improvements, insured against loss or damage by fire, windstorm and such other hazards as the mortgagee may from time to time require, all such insurance to be in forms, in companies and in sum (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the mortgagee; that all insurance policies shall be held by and shall be for the benefit of and first payable in case of loss to the Mortgagee, and that at least fifteen days before the expiration of each such policy, a new and sufficient policy to take the place of the one so expiring shall be delivered to the Mortgagee. The Mortgagor hereby assigns to the Mortgagee all moneys recoverable under each such policy, and agrees that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Mortgagee, be applied by the Mortgagee upon any indebtedness and/or obligation secured hereby and in such order as Mortgagee may determine; or said amount or any portion thereof may, at the option of the Mortgagee, either be used in replacing, repairing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Mortgagee, or be released to the Mortgagor in either of which events the Mortgagee shall not be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebted-