

TOGETHER with all buildings and improvements now located upon the land hereinabove described, and all additions or replacements that may be placed thereon prior to the payment of the debt secured by this mortgage; also all rights, ways and all ways and means of ingress and egress to and from said property, including all rights and privileges of way and all streets, roads and roadways adjacent to said property leading to and from same; and also all furniture, fixtures and equipment of every nature and kind, and also all television sets and all window air-conditioning units, now located, or which may be placed, on said premises, or which may be placed in any building or buildings or additions hereafter erected, it being the intention of the parties hereto that the said mortgage shall cover all property of the Myers-Pitts Hotel Company in Greenville, South Carolina, whether real, personal or mixed, which is now located or which may hereafter be placed, on the land above described.

This mortgage is junior in rank to the lien of those two mortgages given to Liberty Life Insurance Company, one in the amount of \$150,000, dated March 14, 1958, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 740, page 507, and the other in the amount of \$50,000, dated May 1, 1959, recorded in the said RMC Office in Mortgage Book 784, page 533.

This mortgage and the notes secured thereby is executed by the undersigned officers of Myers-Pitts Hotel Company pursuant to the authority vested in them by resolution of the Board of Directors of said company duly called and held pursuant to notice thereof on May 1, 1959.

It is understood and agreed that any default on either of the notes or mortgages held by Liberty Life Insurance Company and referred to above shall constitute a default under this mortgage, and the note secured thereby.

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) ~~their~~ heirs, successors and Assigns. And ~~it~~ do hereby bind ~~itself, its~~ ~~Heirs~~ Successors. Executors 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), ~~their~~ Heirs, Successors, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.