

And BEGINNING at a point in the front of the middle of the westerly wall of building now or formerly occupied by Eckerd's Drug Store and running thence along the side wall in a westerly direction along front of building now or formerly occupied by "Outlet Store" and building occupied by Western Auto 60 feet, more or less, to point in front of center of easterly wall of building now occupied by Ben Franklin Variety Store; thence turning and running along the middle of said wall in a southerly direction 120 feet, more or less, to a point in rear of said building; thence turning and running along the rear of the aforesaid Western Auto building and the Outlet Store in an easterly direction approximately 60 feet to a point in the rear center of the westerly wall of Eckerd's Drug Store; thence turning and running along the center of said wall in a northerly direction 120 feet, more or less, to the point of beginning. This is covered by lease dated Jan. 1, 1964, Center, Inc., Landlord Stores, Inc. Tenant. And mortgagor, for itself, its successors and assigns, doth covenant with said mortgagee, its successors and assigns, that the said lease is now valid and subsisting; that all the rent thereby reserved and payable prior to the date hereof has been paid, and that all the other of the lessee's covenants and conditions therein contained have been observed and performed; that the said premises and leasehold are now free and clear of all encumbrances; and that mortgagor has good right and lawful authority to assign and transfer the same in manner and form aforesaid.

And mortgagor, for itself, its successors and assigns, doth further covenant with mortgagee, its successors and assigns, as follows:

- (1) To pay the said sum of \$85,000.00, and interest thereon, as the same shall become payable.
- (2) To keep the said buildings in good and tenantable repair, and that it shall be lawful for mortgagee, its successors and assigns, at all reasonable times to enter upon and view the state of the premises, and that upon receiving notice from it of any defect in the repair or condition of the premises, mortgagor will make good such defect.
- (3) To pay all taxes and assessments levied or assessed on the said premises or any part thereof immediately upon the same becoming due or payable, and to produce the receipts for such payments to the mortgagee, or its successors and assigns.
- (4) Not to commit or suffer any strip or waste of the said premises or to do or permit to be done thereon anything that may in any way impair the security of this mortgage.
- (5) To pay the said yearly rent by the said indenture of lease reserved in accordance with the terms and covenants therein contained, and to observe and perform all the other covenants, agreements, and conditions in said indenture contained on the part of the lessee therein to be observed and performed, and to keep indemnified the mortgagee, its successors and assigns, against all actions, proceedings, costs, claims, and damages by it incurred or sustained in respect of the nonpayment of the said rent or the non-observance or non-performance of the said covenants, agreements, and conditions, or any of them.

And it is hereby further expressly agreed that in the event of any failure on the part of mortgagor, its successors and assigns, to insure said buildings and to deliver said policies, or to keep the said buildings in repair, or to pay said taxes and assessments, or to pay said rent by said indenture of lease reserved, as hereinbefore provided, then and in either or any such event said mortgagee, its successors or assigns, shall be at liberty to apply for and shall be entitled as a matter of right to the appointment by any court having jurisdiction of a receiver of the rents and profits of the said premises, or in any or either such event said mortgagee, its successors or assigns may, without prejudice to any such right, sue for and recover the amount of such taxes and assessments, and pay such rent by said indenture reserved, and the sum or sums of money so paid for any and all such purposes, with interest thereon at the rate of 5% per annum from the time of the payment thereof, shall be deemed a part of the debt hereby secured, and shall be immediately due and payable and collectible with and as a part of and in the same manner as the said principal debt.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said The Citizens and Southern National Bank of South Carolina, its successors ~~and Assigns~~ forever. And said corporation does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said The Citizens and Southern National Bank of South Carolina, its successors ~~and Assigns~~, from and against itself, its Successors and Assigns; and every person whomsoever lawfully claiming or to claim the same or any part thereof.