

BEGINNING at an iron pin on the Westerly side of Poinsett Highway (now or formerly known as Buncombe Road) at the joint front corner of Lots Nos. 3 and 5 and running thence with the line of Lot No. 5 N. 89-45 W. 150 feet to an iron pin on the Easterly side of a 10 foot alley; thence with the Easterly side of said 10 foot alley S. 0-15 W. 100 feet to an iron pin at the Northeasterly corner of the intersection of said 10 foot alley and Cathy Street (now or formerly known as Second Street);;thence with the Northerly side of Cathy Street (now or formerly known as Second Street) S. 89-45 E. 150 feet to an iron pin at the Northwesterly corner of the intersection of Cathy Street (now or formerly known as Second Street) and Poinsett Highway (now or formerly known as Buncombe Road); thence with the Westerly side of Poinsett Highway (now or formerly known as Buncombe Road) N. 0-15 E. 100 feet to the point of beginning.

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 Southern Bank and Trust

Company, its successors and Assigns. And we do hereby bind ourselves, our

respective heirs, successors and assigns, ~~Heirs, Executors and Administrators~~ to warrant and forever defend all and singular

the said Premises unto the said Southern Bank and Trust Company its successors and

Assigns, from and against ourselves, our respective heirs, successors ~~Heirs, Executors~~

~~Heirs, Executors~~ and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees that if it is at any time in default of the payment of all or any taxes, charges, or assessments which are now or herein after imposed by law upon the said mortgaged premises or any part thereof, then the mortgagee may cause the same to be paid and reimburse itself for any amounts so paid, with interest, under this mortgage; or the mortgagee at its election may on such failure declare the debt due and institute foreclosure proceedings.