

to a nail and cap; thence with the line of property now or formerly of Beech Springs Church N. 9-59 W. 169.9 feet to an iron pin; thence continuing with the line of the said Beech Springs Church property N. 63-15 W. 382 feet to an iron pin; thence still continuing with the line of said Beech Springs Church property S. 19-46 E. 368.2 feet to a nail and cap in Lickville Road; thence with said Lickville Road S. 89-03 W. 103 feet to a nail and cap at the intersection of Lickville Road and Beech Springs Road; thence with Beech Springs Road N. 51-30 W. 260 feet to the point of beginning.

LESS, HOWEVER, all that piece, parcel or lot of land having according to the plat referred to above the following metes and bounds:

BEGINNING at an iron pin (oak tree) in the line of property now or formerly of Beech Springs Church and running thence N. 26-50 E. 264 feet to an iron pin; thence S. 50-23 W. 288 feet to an iron pin; thence S. 63-15 E. 115 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 The Commercial Bank..... its successors and Assigns. And WE.....do hereby bind ourselves and our Successors in Office..... to warrant and forever defend all and singular the said Premises unto the said The Commercial Bank..... its successors and Assigns, from and against ourselves and our Successors in Office..... and Assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.