

PARCEL NO. TWO:

ALL that certain easement for the installation and maintenance of a sanitary sewer line 7-1/2 feet wide on either side of the center line thereof during construction and thereafter a permanent easement 2-1/2 feet on either side of the center line thereon, extending in a northeasterly direction from the northeasternmost rear corner of Parcel No. One above described through property now or formerly owned by Alethea F. Pate an approximate distance of 1056.2 feet, being more fully described in that certain Easement Agreement, dated September 26th, 1979, recorded on September 28th, 1979, in the RMC Office for Greenville County, S. C., in Deed Book 1112, page 592, as shown on a survey for T.M.F. Company, dated September 7th, 1979, appearing of record in Plat Book 70 at page 23.

The above described property is a portion of the same conveyed to Alethea F. Pate by deed of Birdie M. Burns, recorded in the RMC Office for Greenville County, S. C., in Deed Book 601, page 227, on July 2, 1958.

Together with all and singular the easements, ways, rights, privileges, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now and hereafter thereon (including all additions and materials to be used in the expansion, improvement, construction, maintenance and repair of same), and together also with all shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning and lighting fixtures, equipment and/or apparatus and other chattels and personal property now or hereafter on said premises, whether affixed or annexed as a part of the realty or not, and used or usable in connection with any present or future operation of the premises, all of which shall be deemed realty and conveyed by this mortgage, (excluding trade fixtures and chattels brought upon the premises and owned by any Tenant or Lessee of the Mortgagor) and all rents, issues and profits which may arise or be had from any portion or all of said premises, whether or not covered by the terms of any Leases, assignment of Leases and rentals given by Mortgagor to Mortgagee as further security for the aforesaid indebtedness.

TO HAVE AND TO HOLD all and singular the above described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. That the Mortgagor will promptly pay all principal and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee up to and including the above stated total amount of the note, and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
3. That the Mortgagor is the lawful owner of the premises above described, has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the mortgaged premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof and agrees that such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument.