

Together with all the easements, ways, rights, privileges and appurtenances to the same belonging, including but not limited to all and singular the buildings and improvements now and hereafter thereon, and together with all shades, screens and screening, awnings, plants, shrubs and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, and lighting fixtures, equipment and/or apparatus now or hereafter attached to or used in connection with said premises, all of which shall be deemed realty and conveyed by this mortgage, and all rents, issues and profits which may arise or be had from any portion or all of said premises.

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Mortgagee agrees to subordinate its lien on the furniture and furnishings in the motor lodge for a period not to exceed five (5) years from date to a prior lien provided the terms and conditions of said prior lien on the motor lodge furniture and furnishings are approved by the mortgagee.

Anything in this mortgage to the contrary notwithstanding, it is understood and agreed that James P. Moore and Otis P. Moore are executing this mortgage to Liberty Life Insurance Company for the purpose of encumbering the fee with the lien of this mortgage to secure the note of even date herewith which has been executed by Greenville Restaurants, Inc., to the mortgagee, and that James P. Moore and Otis P. Moore jointly and severally assume no personal liability for the payment of said note or the performance of any of the terms, covenants and conditions thereof or the terms, covenants and conditions of this mortgage.

Anything in this mortgage to the contrary notwithstanding, it is understood and agreed that Greenville Restaurants, Inc., is executing this mortgage to Liberty Life Insurance Company for the purpose of encumbering the fee with the lien of this mortgage in so far as any right, title or interest upon said property is vested in Greenville Restaurants, Inc., under the terms of a Lease entered into by and between James P. Moore and Otis P. Moore and James B. Little dated December 1, 1966, and a Supplemental Lease Agreement entered into by and between James P. Moore and Otis P. Moore and James B. Little on January 18, 1967, said Lease and Supplemental Lease Agreement having been assigned by James B. Little to Greenville Restaurants, Inc., mortgagor, by assignment on 7/1/67. The aforesaid Lease and Assignment of Lease are recorded in the office of the R.M.C. for Greenville County in Deed Book 839, pages 569 & 583, and the aforesaid Supplemental Lease Agreement and assignment of Supplemental Lease Agreement are recorded in the office of the R.M.C. for Greenville County in Deed Book 839, pp 589 & 596.

It is further understood and agreed that the general warranty hereinafter set forth is as to the individual interests of the signers of this mortgage in and to the mortgaged premises.

The mortgagor warrants as follows: (a) That Greenville Restaurants, Inc., and James B. Little have an Operator's Agreement dated October 17, 1966, with Howard D. Johnson Company for the operation of a Howard Johnson Restaurant on a portion of the premises and (b) that Greenville Restaurants, Inc., and James B. Little have a License Agreement dated October 17, 1966, for the operation of a Howard Johnson Motor Lodge on a portion of the mortgaged premises. The mortgagor covenants that it will maintain said Operator's Agreement and License Agreement in full force and effect during the term of this mortgage and hereby sells, assigns and transfers all its right, title and interest in said Operator's Agreement and License Agreement to the mortgagee as security for this mortgage.

The mortgagor covenants and agrees to furnish mortgagee certified statements of income and expenses of the property within 3 months after the end of each fiscal year. Said statement shall contain the total gross sales of tenant on percentage leases if any. Said mortgagor will also furnish mortgagee along with said audit statements showing the average monthly and annual occupancy of the motor lodge on the mortgaged premises and the average rates per rental unit of the rental rooms in said motor lodge.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances to the said Premises belonging, or in anyway 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 LIBERTY LIFE INSURANCE COMPANY, its successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY its successors and Assigns, from and against the said mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.