

BEGINNING at an iron pin on the northwestern side of Green Avenue at the southeastern corner of Lot 14, Block A of Melrose Heights Subdivision and running thence with the line of Lot 14, N. 27-28 W. 161.4 feet to an iron pin on the southeastern side of the right of way of the Southern Railway, said iron pin being 40 feet southeasterly from the center line of said main tract, and running thence with the right of way of the Southern Railway the following courses and distances: N. 67-07 E. 35.1 feet to an iron pin, N. 65-01 E. 101.4 feet to an iron pin, N. 62-56 E. 101.3 feet to an iron pin, N. 61-27 E. 101.2 feet to an iron pin, N. 59-47 E. 101.2 feet to an iron pin; N. 57-51 E. 101.4 feet to an iron pin, N. 55-45 E. 101.6 feet to an iron pin, N. 53-08 E. 101.5 feet to an iron pin, N. 51-20 E. 59.4 feet to an iron pin on the southwestern side of Green Avenue; thence with the western side of Green Avenue, S. 7-12 W. 111.7 feet to an iron pin at the corner of property now or formerly of E. G. Faulkner; thence with the line of property now or formerly of Faulkner, S. 59-36 W. 66.8 feet to an iron pin; thence continuing with Faulkner line, S. 16-14 W. 15.2 feet to an iron pin; thence continuing with Faulkner line, S. 60-02 W. 58.7 feet to an X on wall; thence continuing with Faulkner line, S. 13-45 W. 13.9 feet to an iron pin; thence continuing with Faulkner line, S. 27-51 E. 64.3 feet to an X on concrete; thence continuing with Faulkner line, S. 37-18 E. 10.9 feet to a nail in concrete on the northwesterly side of Green Avenue; thence with the northwesterly side of Green Avenue, S. 61-28 W. 599.8 feet to an iron pin, the point of beginning.

The Mortgagee at its option may require the Mortgagor to pay to the Mortgagee with each monthly installment due on the note which this mortgage secures until the note secured hereby is fully paid, the following sums in addition to payments of principal and interest provided in said note: A sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged premises, all as estimated by the mortgagee, less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will be due and payable, such sums to be held by the mortgagee to pay said premiums, taxes and special assessments. If said sums shall be insufficient to make said payments when the same shall become due and payable, the mortgagor shall pay to the mortgagee any amounts necessary to make up the deficiency.

It is covenanted and agreed by and between the parties hereto that all heating and air-conditioning equipment, elevators, and security vaults located upon the property hereinabove described are a part of and secured by this mortgage except that this provision shall not apply to trade fixtures and/or property owned by any tenants occupying the premises from time to time.

The mortgagors further covenant and agree to deliver to the mortgagee a complete itemized statement of the annual income and expenses of the property, together with total gross sales of tenants on percentage leases, if any, in relation to the premises, duly certified and prepared in accordance with generally accepted accounting principles on or before three months after the end of each calendar year covering the period of such year.

The Mortgagor agrees in addition to the requirement hereinafter set forth that all buildings and improvements shall be insured against loss by damage by fire or other hazard to maintain insurance on the demised premises covering loss of rentals or business interruptions in an amount not less than \$35,000.00 which coverage shall be maintained at all times during the term hereof, such insurance to be in such form and company as shall be satisfactory to the mortgagee and such policy shall be held by and shall be for the benefit of and first payable in case of loss to the mortgagee
(continued on page four)

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 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.

O. S. G.

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