

Together, with, all the right, title and interest of said mortgagor in and to that certain encroachment easement dated June 22, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1038, at Page 442, on June 23, 1976. The real estate covered by said encroachment easement is described as follows:

All that certain piece, parcel or tract of land containing 334 square feet, more or less, situate, lying and being on the southern side of the premises hereinabove described and being shown and designated on plat entitled "Property of C.W.I., A Partnership", dated June 22, 1976, prepared by John A. Simmons, Registered Surveyor, and recorded in the Office of the R.M.C. for Greenville County, S. C., in Plat Book 5-R, at Page 64, and having, according to said plat, the following metes and bounds, to-wit:

(See below for remainder of description)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs, successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he 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 encumbrance whatsoever unless the same shall be specifically excepted herein. The Mortgagor further binds himself and his heirs, executors, administrators, and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor, his heirs, executors, administrators and assigns and any other persons whomsoever lawfully claimin the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. That he will promptly pay the 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 also secure the Mortgagee for (a) 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; (b) any further loans, advances, re-advances or credits that may be made hereafter to the Mortgagor by the Mortgagee and; (c) any and all other debts or liabilities of Mortgagor to Mortgagee now existing or hereafter arising; and that all sums so advanced, credits made, or amounts owing 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, and the lien of this mortgage securing such advances and re-advances shall be superior to the rights of the holder of any intervening lien or encumbrance.

3. That he will keep the improvements upon said premises constantly and satisfactorily insured in an insurance company or companies to be approved by the Mortgagee. until said note is paid, against loss by fire and the risks covered under the Extended Coverage Endorsement, in an amount equal to 100% of the replacement cost of the improvements, said coverage to be endorsed with a Replacement Cost Endorsement, the amount reviewed annually and increased if necessary so as to provide coverage at all times in an amount necessary to restore the improvements to the condition existing just prior to the destruction or damage. Such policy or policies shall be deposited with and made payable to the Mortgagee by attachment of the Standard Mortgage Clause for further securing of said note, and the proceeds thereof shall at the option of the Mortgagee be applied in payment of the indebtedness secured by this Mortgage; provided, however, notwithstanding the option of the Mortgagee to apply the proceeds to said indebtedness, if the building is partially or wholly destroyed at such time or under such conditions as to require Mortgagor to restore the building under the terms of the lease therefor and

Beginning at an iron pin on the eastern side of Boyd Street at the joint front corner of the premises hereinabove described and property now or formerly of Simpsonville Interstate Joint Venture and running thence with the southern side of the property hereinabove described, N. 78-54 E. 278.05 feet to an iron pin; thence S. 11-06 E. 2.40 feet to an iron pin; thence with the line of property now or formerly of Simpsonville Interstate Joint Venture, S. 78-24 W. 278.06 feet to the point of beginning.