

and every of said bonds, and to attest the due execution thereof, these being the officers designated by its by-laws to execute deeds and conveyances and instruments under seal and evidences of indebtedness, and has also authorized and directed its Secretary to have a facsimile of his signature, lithographed or engraved on each of the interest coupons attached to said bonds for each six months' interest to accrue thereon; and

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Greenville Community Hotel Corporation, the said party of the first part, in consideration of the premises and of the sum of Five Dollars, cash, in hand paid by the said Trustee, party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in pursuance and by authority of said resolution of its directors and stockholders, and in order to secure the payment of each and all of the said MORTGAGE BONDS CLASS C, and the interest coupons thereto attached, at any time issued hereunder and outstanding, according to the tenor, purpose and effect of said bonds and interest coupons, and to set forth fully the terms and conditions upon which said bonds are, or may be issued, received and held, and to secure the performance and observance of said terms and conditions, has granted, bargained, sold, assigned, released and conveyed, and by this Indenture, doth grant, bargain, sell, assign, release and convey unto the Woodside National Bank, a corporation organized and existing under the laws of the United States, and to its successors and/or successors and its or their assigns, party of the second part forever, as Trustee, the following described premises and property, situate and being in the City and County of Greenville, State of South Carolina, to-wit:

All that parcel of land situate on the West side of Main Street, partly on the North side of Court Street, in the City and County of Greenville, South Carolina, and more particularly described as follows:

BEGINNING at a point at the Northwest intersection of Main Street and Public Square, and runs thence along said Public Square N. 67.30 W. 57 feet and 6 inches; thence still along said Public Square S. 22.30 W. 52 feet and 6 inches to Court Street; thence N. 67.30 W. 142 feet, 6 inches to a ten foot alley; thence N. 22.30 E. 100 feet; thence S. 67.30 E. 200 feet to Main Street; thence along said Street S. 22.30 W. 47 feet and 6 inches to the beginning corner.

TOGETHER with all right, title and interest of the Greenville Community Hotel Corporation in and to the ten foot alley way, and the light and air privileges as set out in the deed to it by John T. Woodside, dated April 7, 1924, and recorded April 12, 1924, in Deeds, Volume 102, page 100, R. M. C. Office, Greenville County.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, including the Hotel Building or Buildings thereon situate, with all fixtures and equipment, furniture and personal property connected with said Hotel, belonging to said Corporation, or in which it has an equity, or on which it has a lien, to the extent of the interest or claim of said Corporation.

AND any and all rents, issues, profits and other income of said Corporation from and after the date of any default under the terms hereof.

TO HAVE AND TO HOLD all the same, together with the rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the Woodside National Bank, Trustee, its successor and/or successors in trust, and its or their assigns forever.

IN TRUST, NEVERTHELESS, for the uses, intents and purposes and upon the conditions and limitations hereinbefore and hereinafter expressed and declared, and of and concerning the same, and subject to which the bonds secured hereby and issued to and accepted by each and every holder thereof.

THAT IS TO SAY:

ARTICLE I

BENEFICIARIES OF THIS TRUST

THIS MORTGAGE shall constitute a continuing Third lien until full and final payment of all the bonds and coupons issued hereunder, for the equal pro rata use, benefit and security of all and every the persons, partnerships and corporations who may be or at any time become the owner or holders of any of the issue of said bonds, aggregating Two Hundred Thousand (\$200,000.00) Dollars, to be known and designated as Mortgage Bonds Class C; and of the respective coupons thereto attached, without preference of any of said bonds or interest coupons over any of the others of said bonds by reason of priority in the time of issue, negotiation or certification thereof, or otherwise, however.

PROVIDED, that none of the Third Mortgage Bonds so to be issued of the said Corporation, shall be obligatory as against the said Corporation, or deemed to be secured by this Indenture, unless and until the certificate thereon endorsed authenticating the same, as indicated, in the form of bonds hereinbefore set forth, shall be subscribed by the said Trustee or its successor or successors in the trust hereby created, but such certificate when so subscribed, shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to participate in the benefits of the trust herein and hereby created.

ARTICLE II

DESCRIPTION, EXECUTION, ISSUE, CERTIFICATION AND REGISTRATION OF BONDS

Section 1. The issue of bonds created and secured by this Third Mortgage shall be known as MORTGAGE BONDS CLASS C of an aggregate par value of Two Hundred Thousand (\$200,000.00) Dollars, and substantially in the form hereinbefore set forth, all dated December 1st, 1925, and to be issued in denominations as hereinbefore set forth.

Section 2. All the bonds created and secured hereby shall bear interest at the rate of seven per cent. per annum, payable semi-annually on the 1st of April and 1st of October in each year, and shall after the execution and delivery of these presents and the registering or recording of this Indenture, be certified and delivered upon the written order or orders of the President and Secretary of the Corporation, accompanied by a copy of the resolution authorizing such certification and delivery, certified by the Secretary under the seal of the Corporation to have been adopted by a majority vote of the directors at a meeting of the directors of the Corporation legally called, convened and held.

Section 3. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for said interest as they respectively mature, and when paid, such coupons shall forthwith be cancelled.

Section 4. The interest coupons to said bonds attached, secured or intended to be secured by this Third Mortgage, or Mortgage Deed of Trust, shall be authenticated by the facsimile signature of the Secretary of the Corporation, printed or lithographed thereon, which facsimile signature shall be regarded and treated in all respects, in fact and in law, as equivalent to the manual signing of the said coupons by said Secre-