

REAL ESTATE PURCHASE MONEY MORTGAGE

THIS INDENTURE WITNESSETH, that STEVEN M. RAYMAN, hereinafter called "Mortgagor", which term shall be construed to include heirs, executors, successors and assigns, hereby mortgages and warrants to T. Walter Brashier and his successors, hereinafter called "Mortgagee", which term shall be construed to include successors and assigns, the following described real estate, situated in the County of Greenville, State of South Carolina, as indicated in Exhibit A attached hereto, together with all fixtures appurtenant thereto, including, insofar as they now are or may hereafter belong to or be used with the said real estate, or buildings thereon, and whether attached or detached, and without limiting the generality of the foregoing, all furnaces, heaters, stoves, ranges, gas and electric fixtures, refrigerating and air conditioning apparatus, ovens, vent hoods, dishwashers, disposals, fans, laundry and swimming pool apparatus and equipment, elevators, screens, doors, awnings, blinds, floor coverings, gas and oil tanks and equipment, pipes, wires and plumbing, all of which shall be subject to the lien of this Mortgage. To the extent permitted by law, the foregoing items should be considered part of the hereinabove described real estate.

This Mortgage is subordinate to two mortgages. One mortgage in the original amount of \$1,350,000. dated January 31, 1972, given to C. Douglas Wilson & Co., said mortgage assigned to Metropolitan Life Insurance Company which is recorded in R.M.C. Office in Greenville County, in Mortgage Book 1220 at Page 624, and re-recorded in Mortgage Book 1223 at page 293. The second mortgage is to Micco Corporation which is recorded in the R.M.C. Office in Greenville County in Mortgage Book 1371 at page 679.

TO HAVE AND TO HOLD said mortgaged premises, with all said tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining unto and to the use of the Mortgagee, its successors and assigns, forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. This is a purchase money mortgage given to secure a portion of the purchase price of the above-described property. This Mortgage is given as security for the performance and observance of the covenants and agreements herein contained and to secure to the Mortgagee the payment of the sum of \$2,018,000.00, and interest thereon, evidenced by Steven M. Rayman's two promissory notes of \$88,000.00 and \$1,930,000.00 of even date herewith, payable according to its terms, to the order of the Mortgagee, with interest thereon as indicated while any default exists under the terms of said note or in the performance or observance of any of the covenants or agreements of this Mortgage or of any instrument now or hereafter evidencing or securing said debt, all in accordance with the terms of said notes, a copy of which is identified as "Exhibits B and C" is attached hereto and made a part hereof.

2. The Mortgagor is well and lawfully seized of the mortgaged premises as a good and indefeasible estate in fee simple and has good right and full power to sell and convey the same; that the mortgaged premises are free and clear of all encumbrances, except building and use of restrictions of record, zoning ordinances, utility and drainage easements, prior mortgages specified above, leases and taxes and assessments not yet overdue; that the Mortgagor will make any further assurances of title that the Mortgagee may require and will warrant and defend said mortgaged premises against all lawful claims and demands whatsoever.

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