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GREENVILLE

300-1631 716

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
MORTGAGE  
OF  
REAL PROPERTY  
AND SECURITY AGREEMENT

THIS MORTGAGE, executed the 20th day of October 1983 by The Worthy Group, a South Carolina Limited Partnership (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is Post Office Box 2568, Greenville, South Carolina, 29602

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated October 20, 1983, to Mortgagee for the principal amount of Eight Hundred Fifty Thousand and No/100 (\$850,000) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

(Legal description described on Exhibit "A", attached hereto and made a part hereof.)

Mortgagor also assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's rights under those certain Contracts of Sale, all dated March 24, 1983, by and between The Worthy Group, as Seller, and Ingle's Markets, Inc., as Purchaser, affecting all of the properties described therein copies of which are recorded or referred to in Deed Book page of the RMC Office of Greenville County, South Carolina. It is the intention of Mortgagor and Mortgagee that Mortgagee shall have a security interest in the contract rights of The Worthy Group created by and set forth in said Contracts of Sale with all rights arising from or associated with such a security interest under the Uniform Commercial Code of South Carolina. It is also the intention of Mortgagor and Mortgagee that Mortgagor's rights under said Contracts shall be treated as appurtenances to the real estate described herein and may be foreclosed upon along with the real estate in the event of default hereunder. This Assignment is subordinate to the rights of Citizens & Southern National Bank of South Carolina as set forth in the Real Estate Mortgage and Security Agreement recorded in the RMC office for Greenville County in Book 1615, page 843 on July 13, 1983.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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