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GREENVILLE CC. 3. C

State of South Carolina
County of GREENVILLE

MORTGAGE OF REAL ESTATE
AND SECURITY AGREEMENT

TO ALL WHOM THESE PRESENTS MAY CONCERN: V.H.W. GROUP, a Partnership,

(hereinafter called the Mortgagor) SENDS GREETING:

WHEREAS, the said Mortgagor is justly indebted to FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE

(hereinafter called the Mortgagee) in and by the Mortgagor's certain promissory note in writing, of even date herewith, in the full and just sum of Two Million, Nine Hundred Fifty Thousand and No/100 Dollars (\$2,950,000.00), with interest thereon, or so much thereof as is from time to time disbursed, at the rate of ten per centum (10%) per annum, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment; said principal and interest to be paid in the manner following, to-wit: Interest shall be payable monthly beginning one month after the date hereof, and principal shall be paid in full on or before April 28, 1973

(a) Until this Mortgage and the Note which it secures shall have been purchased by and assigned to C.

Douglas Wilson & Co. or Metropolitan Life Insurance Company, either interest or principal, or both, shall be payable on demand of the holder.

(b) Upon assignment to C. Douglas Wilson & Co. or Metropolitan Life Insurance Company, the terms of payment of principal and interest shall be as follows: Interest only at the rate of 9.40% per annum from the date of such assignment on the principal balance of the indebtedness evidenced by this Note shall be due and payable on the first day of the first month following such assignment and shall continue payable on the first day of each month thereafter to and including May 1, 1973; and thereafter principal and interest at the rate of 9.40% per annum shall be due and payable in monthly installments of Twenty Five Thousand, Six Hundred Forty and No/100 Dollars (\$25,640.00) each on the first day of each month commencing June 1, 1973, and continuing until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on May 1, 1988. Each monthly installment shall be applied first to interest due monthly upon the principal sum or so much thereof as from time to time remains unpaid, and the balance of each installment shall be applied on account of principal. In the event any installment shall become overdue for a period in excess of fifteen (15) days, a late charge of two cents (\$.02) for each one dollar (\$1.00) so overdue, may be charged by the holder hereof for the purpose of defraying the expense incident to the handling of such delinquent payment.

Subsequent to such assignment in sub-paragraph (b) hereinabove, the prepayment privileges, if any, shall be as follows: The privilege is reserved to pay the entire balance of the loan on any installment payment date on or after twelve years, from the date required amortization begins, on sixty days' prior written notice and on payment of 3% of such balance as a prepayment fee; each year thereafter such prepayment fee will be reduced at the rate of 1/2% per year.

The Note also contains a provision for additional interest based on gross receipts from the property hereinafter described.

It is understood and agreed that any interest not paid when due hereunder shall become a part of the principal debt and bear interest at the same rate.