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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH R. M. C.

STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

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 Three Hundred Thousand and No/100 Dollars (\$300,000.00), 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: Principal shall be payable in full on demand; interest shall be computed and paid monthly, commencing on the first calendar month following that in which the initial disbursement is made and continuing on the first day of each month thereafter until maturity, with a final payment of accrued interest due at maturity. In the event of any default in payment of principal or interest due hereunder, interest upon the principal sum shall accrue thereafter at the rate of twelve per centum (12%) per annum.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, that the said Mortgagor for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

- (a) All that piece, parcel or lot of land with the buildings and improvements thereon, more particularly described in Schedule "A" attached hereto and made a part hereof.
- (b) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking