

First Mortgage on Real Estate

BONNIE S. HENDERSON
R.H.G.P.O. Box 1268
Greenville, S. C.**MORTGAGE**STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }TO ALL WHOM THESE PRESENTS MAY CONCERN: HOLLY TREE COUNTRY CLUB, INC.,
a South Carolina corporation,

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of One Million Seventy-two Thousand Five Hundred and no/100ths ----- DOLLARS

(\$ 1,072,500.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 20 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns.

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the eastern and western sides of South Carolina Highway No. 14, the eastern side of Bethel Road (S. C. Highway No. 48), in Austin Township, known as the Golf Course, Club House and Recreational facilities of Holly Tree Plantation, as shown on a plat thereof made by W. R. Williams, Jr., Engineer and Surveyor, dated December, 1975, containing in the aggregate 259.55 acres, as shown on Plats recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-R, pages 28, 29 and 30, which tracts are more fully described by metes and bounds on Schedule A attached hereto incorporated herein by reference and made a part hereof as though fully set forth.

INCLUDED in the within mortgage is all furniture, furnishings, appliances, fixtures, apparatus, and equipment of every kind and description, moveable or immoveable, now owned or hereafter acquired by the Mortgagor, located in the Club House or other buildings and facilities on the above described property, whether or not fixtures attached to the realty, being more fully described in a Security Agreement of even date, executed by the Mortgagor to the Mortgagee, incorporated herein by reference and made a part hereof as though fully set forth.

The terms and conditions of the within mortgage and the note which this mortgage secures includes the terms and conditions of a certain Loan Agreement executed by the Mortgagor to the Mortgagee of even date herewith to be recorded herewith, which terms and conditions are incorporated herein by reference and made a part and parcel of the terms and conditions set forth in this mortgage. A default in the terms and conditions of said Loan Agreement shall constitute a default in the terms and conditions of the within mortgage and the note which this mortgage secures. Said Loan Agreement, among other things, provides that the Mortgagee may re-advance to the Mortgagor funds previously repaid on the note which this mortgage secures, said re-advancements not to exceed the face amount of the note, or the sum of \$1,072,500.00.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.