MORTGAGE OF REAL ESTATE

Beginning at a point at the Northwest interesection of Main Street and Public Square, and runs thence along said Public Square N. 67.30 W. 57 feet and 6 inches; thence still along said Public Square S. 22.30 W. 52 feet and 6 inches to Court Street; thence N. 67.30 W. 142 feet, 6 inches to a ten foot alley; thence N. 22.30 E. 100 feet; thence S. 67.30 E. 200 feet to Main Street; thence along said Street S. 22.30 W. 47 feet and 6 inches to the beginning corner.

Together with all right, title and interest of the Greenville Community Hotel Corporation in and to the ten foot alleyway, and the light and air privileges as set out in the deed to it by John T. Woodside, dated April 7, 1924, and recorded April 12, 1924, in Deeds, Volume 102, page 100, R.M.C.Office, Greenville County.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, including the Hotel Building or Buildings thereon situate, with all fixtures and equipment, furniture and personal property connected with said Hotel, belonging to said corporation, and all additions thereto which may be made, or in which it now has, or may have an equity, or on which it has a lien, to the extent of the interest or claim of said Corporation, And any and all rents, issues, profits and other income of said Corporation from and after the date of any default under the terms hereof.

TO HAVE AND TO HOLD all the same, together with the rights, members, hereditaments and appurtenances thereunto belonging or in any way appertaining, unto the said The South Carolina National Bank of Charleston, as Trustee, its successors and/or successors in trust, and its or their assigns forever.

IN TRUST, NEVERTHELESS, for the uses, intents and purposes and upon the conditions and limitations hereinbefore and herein after expressed and declared, and of and concerning the same, and subject to which the bonds secured hereby and issued to and accepted by each and every holder thereof.

THAT IS TO SAY:

ARTICLE I.

BENEFICIARIES OF THIS TRUST.

This Mortgage shall constitute a continuing lien until the full and final payment of all the bonds and coupons issued hereunder, for the equal pro rata use, benefit and security of all and every the persons, partnerships and corporations who may be or at any time become the owner or holders of any of the issue of said bonds, aggregating ONE HUNDRID NINTY FIVE THOUSAND (\$195,000.00) THOUSAND DOLLARS to be known and designated as Mortgage Bonds Class B; and of the respective coupons thereto attached, without preference of any of said bonds by reason of priority in the time of issue, negotiation or certification thereof, or otherwise, however. PROVIDED, That none of the Second Mortgage Bonds so to be issued of the said Corporation, shall be obligatory as against the said Corporation, or deemed to be secured by this Indenture, unless, and until the certificate thereon endorsed authenticating the same, as indicated, in the form of bonds hereinbefore set forth, shall be subscribed by the said Trustee, buy said certificate, shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to participate in the benefits of the trust herein and hereby created.

ARTICLE II.

DESCRIPTION, EXECUTION, ISSUE, CERTIFICATION AND REGISTRATION OF BONDS.

Section 1. The issue of bonds created and secured by this Second mortgage shall be known as MORTGAGE BONDS CLASS B of an aggregate par value of ONE HUNDRED NINETY FIVE (\$195,000.00) THOUSAND DOLLARS, and substantially in the form hereinbefore set forth, all dated July 1, 1937, and to be issued in denominations as hereinbefore set forth.

Section 2. All the bonds created and secured hereby shall bear interest at the rate of five per cent per annum, payable semi-annually on the first day of January and July in each year, and shall after the execution and delivery of these presents and the registering or recording of this Indenture, be certified and delivered upon the written order or orders of the President and Secretary of the Corporation, accompanied by a copy of the resolution authorizing and certification and delivery, certified by the Secretary under the seal of the Corporation to have been adopted by a majority vote of the Directors at a meeting of the Directors of the Corporation legally called, convened and held.

Section 3. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for said interest as they respectively mature, and when paid such coupons shall forthwith be canceled.

Section 4. The interest coupons to said bonds attached, secured or intended to be secured by this Second Mortgage or Mortgage Deed of Trust, shall be authenticated by the facsimile signature of the Secretary of the Corporation printed or litho graphed thereon, which facsimile signature shall be regarded and treated in all respects, in fact and in law, as equivalent to the manual signing of the said coupons by the said Secretary.

Section 5. Any bond issued hereunder may be registered in the name of the owner on