

APR 23 2:16 PM '71

MORTGAGE OF REAL ESTATE - Office of TITLE & FILE Attorneys at Law, Greenville, S. C.  
OLLIE FARNSWORTH

BOOK 1187 PAGE 629

STATE OF SOUTH CAROLINA

R.M.C.

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, -----THE ERVIN COMPANY-----

(hereinafter referred to as Mortgagor) is well and truly indebted unto ---Cameron-Brown Company-----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note dated April 22nd, 1970 herein by reference, in the sum of --Ten Million and No/100 (\$10,000,000.00)-----  
-----Dollars (\$-----) due and payable

on or before May 1st, 1975; and

WHEREAS, this mortgage is given as additional security for said note and constitutes a second mortgage junior in lien only to that mortgage held by Cameron-Brown Company, recorded in Mortgage Vol. 1174 at Page 399.

~~XX~~

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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:

~~XX~~

All those pieces, parcels or lots of land situate, lying and being in Greenville County and being shown as Lots Nos. 1 through 84 on a plat of Mountainbrooke, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4-F at Page 47.

This mortgage is granted as partial security for money loaned, as evidenced by a 10 1/4% Mortgage Note dated April 22, 1970, in the principal sum of \$10,000,000.00, due May 1, 1975, (which Mortgage Note and any exchange, subdivisions, renewals or replacements thereof is herein called the "Note"). The Note is issued pursuant to the terms and provisions of that certain Agreement between Mortgagor and Mortgagee dated April 21, 1970 (herein called the "Note Agreement"), which Note Agreement, among other things includes provisions for the release of real property given as security for payment of the Note hereunder, and other covenants, promises, and assurances made by Mortgagor for the benefit of Mortgagee, the breach of which may constitute or result in an "event of default" in payment of the Note, upon terms therein set forth, and it is agreed that the terms, provisions, conditions and limitations of the Note Agreement, both as they apply to the payment of the Note and to the release, replacement and substitution of properties securing the payment of said Note are incorporated herein by reference to the same extent as though fully set forth in this indenture. *WPH*

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting 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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.