

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S. C.
SEP 23 12 15 PM '95
DONNIE S. TAMMERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE AND SECURITY
(CORPORATION) AGREEMENT
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Combined Nursing Centers, Inc. -----, a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto Bethenden Nursing Home, Inc. (formerly Texas Avenue Nursing Home, Inc.) -----

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Three Hundred Thousand and No/100 (\$300,000.00) -----Dollars (\$ 300,000.00) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of ten per centum per annum, to be paid as provided for in said note; and, which note provides for a maturity date of October 1, 1995.

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:

ALL those pieces, parcels or lots of land located, lying and being in the County of Greenville, State of South Carolina located on the eastern side of Texas Avenue, together with all improvements thereon, being shown and designated as Lots 10 and 12, Block C on a plat entitled "Property of Julia D. Charles", recorded in the R.M.C. Office for Greenville County in Plat Book E at Page 209, reference to which plat is hereby craved for a more complete description by the metes and bounds thereof, each of said lots having a frontage of 80 feet on the east side of Texas Avenue, with a depth and parallel lines as shown on said plat.

Also included herein a Security Interest in and to all furniture, fixtures and equipment presently located at the above described premises including, but not limited to, hospital beds, wheel chairs, cooking and kitchen equipment, desks, chairs, tables, trays, chests, mattresses and all replacements thereto; PROVIDED, HOWEVER, that such security interest herein given shall be subordinated to any security interest, the mortgagee herein may be required to give for the acquisition of any such replacement item or items; PROVIDED, FURTHER, that the security interest herein created on all fixtures, furniture and equipment shall be automatically released at such time as any item or items are replaced.

\$ 120.00



Together with all and singular rights, members, hereditaments, 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.

979

4328 PV 2