

FILED
GREENVILLE, S.C.
AUG 30 10 24 AM '83
DONNIE S. WILSON
S.W.C.
MORTGAGE OF REAL ESTATE

THIS MORTGAGE AGREEMENT ("Mortgage"), made this 30th day of August, 1983, by and between SWS INTERNATIONAL, INC., ("Mortgagor"), and INTERSTATE JOINT VENTURE, a South Carolina partnership, ("Noteholder" or "Mortgagee");

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of \$ 322,880.82 Dollars (\$ 322,880.82), as evidenced by that certain note of even date herewith payable at the office of Mortgagee at Post Office Box 2287, 111 Williams Street, Greenville, South Carolina 29602, or at such other place as the holder hereof may from time to time designate in writing, said sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 31st day of August, 19 89, to which note reference is hereby made.

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the said debt and the sum of money aforesaid, and for the better securing of the payment thereof to the said Mortgagee according to the terms of said note, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the signing 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, the real estate situated in the County of Greenville, State of South Carolina, and described on Schedule A, hereto attached and hereby made a part of this Mortgage, together with all improvements now on or that may be hereafter erected on said land, all of the same being conveyed herein as security for the indebtedness herein mentioned; all easements and rights-of-way used in connection with any of the foregoing property, or as a means of ingress or egress from the property; and all interest of borrower in and to any streets, ways, alleys, or strips of land adjoining said land or any part thereof.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee all rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend all and singular the said premises unto Mortgagee, its successors and assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

MORTGAGOR COVENANTS AND AGREES:

1. That Mortgagor is lawfully seized and possessed of said premises and other property referred to hereinabove, has good right to sell and convey the same; that the premises are free of all encumbrances except the following:

NONE

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX 129.10

0252

4328-17-2