BOAK 1284 FAST 677

First Mortgage on Real Fatate

MORTGAGE

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CUNNINGHAM & SUMMERS ASSOCIATES, A GENERAL PARTNERSHIP (hereinafter referred to as Mortgagor) SEND(S) GREETING:

HOLLY TREE PLANTATION, A LIMITED

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, its successors and assigns.

(continued on page 2)
Notwithstanding any term or condition contained herein to the contrary, any owner and holder of the within mortgage or the note which this mortgage secures shall not accelerate payment of the whole or any part of the indebtedness secured hereby or declare a default thereunder unless such holder has delivered to the mortgagor written notice of the alleged default and the alleged default has not been cured within ten days after notice of the default has been received by the mortgagor.

Notwithstanding any term or condition contained herein to the contrary, there shall be no personal liability enforced against the mortgagor, or against Charles E. Cunningham, Jr. or Roy T. Summers, either jointly or severally, for the indebtedness secured hereby, and in the event of any foreclosure pursuant to any powers or rights granted herein or by statute, the mortgagor, Charles E. Cunningham, Jr. or Roy T. Summers shall not be severally or jointly liable for any such deficiency and no holder or owner hereof or transferee of any owner or holder shall have the right to pursue Together with all and singular the rights, members, heredit ments, and appartenances to the same belonging or in any way incident or appertaining, and all of the reads issues, and profits which may mise or be had thereform, and including all heating, plombing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted the state and my manner; it being the intention of the parties hereto that all such fix tures and equipment, other than the next have the first fundame, be corrected and any act of the next cotate.

4328 RV.2