

DEC 21 4 58 PM '73

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STATE OF SOUTH CAROLINA DONNIE S. TANKERSLEY
R.M.C.
COUNTY OF GREENVILLE)

MORTGAGE

(Direct)

This mortgage made and entered into this 21st day of December
19 73, by and between POINSETT DEVELOPMENT CORPORATION

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at Columbia, Richland County, South Carolina.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Greenville State of South Carolina :

ALL that certain piece, parcel or lot of land, together with all improvements thereon lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the West side of South Main Street and according to a plat entitled Property of Greenville Community Hotel Corporation, dated April 12, 1969, by Carolina Engineering and Surveying Company, having the following metes and bounds, to-wit: BEGINNING at a point on the West side of South Main Street, said point being the northeast corner of a public square and the western edge of South Main Street and running thence with said public square, N. 67-33 W. 57.5 feet to a point at the northwest corner of said public square; thence S. 22-26W. 32.5 feet to a point on the north side of West Court Street; thence with West Court Street, N. 67-30W. 296.6 feet to a point, the northeastern interesection of West Court Street and South Laurens Street; thence with South Laurens Street, N. 21-42E 100.15 feet to a point on the southern edge of an alley; thence with the southern edge of said alley and continuing beyond said alley, S. 67-30E. 355.3 feet to a point on the western edge of South Main Street; thence with said South Main Street, S. 22-26W. 47.5 feet to the point of beginning.

This mortgage is subject only to prior mortgage of \$850,000.00 to be held by North Carolina National Bank, Charlotte, North Carolina.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 21, 1973, in the principal sum of \$ 350,000.00, signed by Charles W. Wofford, President and Emily G. Stephenson, Secretary in behalf of POINSETT DEVELOPMENT CORPORATION