

formance and observance of said terms and conditions, has granted, bargained, sold, assigned, released, conveyed, transferred, mortgaged, pledged, set over and delivered and by this Indenture, which is in the form adopted and approved by its directors and stockholders, doth grant, bargain, sell, assign, release, convey, transfer, mortgage, pledge, set over and deliver unto The South Carolina National Bank of Charleston, a corporation organized and existing under the laws of the United States of America, and to its Successor and/or Successors and its or their Assigns, party of the Second Part, forever, as Trustee, the following described property, situate and being in the County of Greenville, State of South Carolina, to wit:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the East side of South Main Street, between McBee Avenue and Washington Street, and having, according to a plat thereof prepared by H. Olin Jones, November 5th, 1926, the following metes and bounds, courses and distances, to wit:—

BEGINNING at a point on the East side of South Main Street, 99 feet, 9 inches South of the South side of Washington Street, said point being in the center of a brick wall between the building situate on the within described property and the building situate on the lot of land conveyed by John L. Williams, to Woodside Securities Company, by deed dated March 31st, 1923, and recorded in the R. M. C. Office for Greenville County, in Deed Book, Volume 90, at page 18, and running thence along the center of said brick wall, and continuing along the property line of lot conveyed by John L. Williams to Woodside Securities Company, above referred to, S. 69° 10' E. 233 feet, 11 inches to a point on the West side of South Brown Street, said point being 99 feet, 6 inches, South of the South side of Washington Street; thence along the West side of South Brown Street, S. 21° 32' W. 101 feet, 0 inches, to a point; thence N. 68° 54' W. 233 feet, 0¼ inches to a point on the East side of South Main Street, said point being on the Southern edge of a brick wall; thence along the East side of South Main Street, N. 21° 0' E. 99 feet, 11 inches to the point of beginning. As will more particularly appear by reference to the said plat of H. Oland Jones dated November 5th, 1926, and recorded herewith.

TOGETHER WITH the Banking rooms, vault, fixtures, buildings, elevators, motors, furnaces and all property in the nature of fixtures appertaining to the building, structures and improvements located upon said real estate or any part thereof, with all rights, privileges, and easements of every kind and nature appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereinbefore described or referred to or intended so to be, or in anywise appertaining thereto; also all the Estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity of the Company, of, in and to the same or any and every part thereof, with the appurtenances.

TO HAVE AND TO HOLD the mortgaged property hereby conveyed or assigned or intended so to be, unto the Trustee, and to its Successor and/or Successors and its or their Assigns,

IN TRUST, NEVERTHELESS, for the uses, intents and purposes and upon the conditions and limitations hereinbefore and hereinafter expressed and declared, of and concerning the same, and subject to which the bonds secured hereby are issued to and accepted by each and every holder thereof, that is to say:

ARTICLE I.

THE BENEFICIARIES OF THIS TRUST.

This Mortgage shall constitute a continuing lien, until the full and final payment of the bonds and coupons issued hereunder, for the equal pro rata use, benefit and security of all and every the persons, partnerships and corporations who may be or at any time become the owners or holders of any of the said bonds at any time issued hereunder and hereby secured, and of the respective coupons thereto attached, without preference of any of said bonds or interest coupons over any of the others by reason of priority in the time of issue, negotiation or certification thereof, or otherwise, howsoever; provided that none of the said bonds, so to be issued by the said Company, shall be obligatory as against the said Company, or deemed to be secured by this Indenture, unless and until the certificate thereon endorsed authenticating the same, as indicated in the form of bond hereinbefore set forth, shall be subscribed by the said Trustee or by its Successors in the trust hereby created, but such certificate when so subscribed shall be conclusive evidence that the bond so certified has been duly issued hereunder and is entitled to participate in the benefits of the trust herein and hereby created.

ARTICLE II.

DESCRIPTION, EXECUTION, ISSUE AND CERTIFICATION OF BONDS.

Section 1. The issue of bonds described herein and secured by this Mortgage shall be known as First Mortgage Serial Gold Bonds, of an aggregate par value of Seven Hundred Thousand (\$700,000.00) Dollars, and substantially in the form hereinbefore set forth, all dated November 1st, 1926, and to be issued in denominations of \$500.00 and \$1,000.00, the \$500.00 Bonds to be numbered consecutively from D.I upward and the \$1,000.00 Bonds from M. I upward.

Section 2. The bonds created and secured hereby shall bear interest at the rate of Six and one-half (6½%) per cent per annum payable semi-annually, on the first day of May and of November in each year, and shall after the execution and delivery of these Presents and the registering and recording of this Indenture, be certified and delivered upon the written order or orders of the President or Vice-President, and Treasurer of the Company, which order or orders shall state the number of each denomination of the bonds so to be certified and delivered, and shall be accompanied by a copy of the resolution authorizing such certification and delivery, certified by the Secretary under the seal of the Company to have been adopted by a majority vote of the directors at a meeting of the directors of the Company legally called, convened and held.

Section 3. Bonds may be exchanged for bonds of the same aggregate principal amount, but of a different denomination, upon compliance by the holders thereof with such regulations as the Company and Trustee from time to time may provide and upon payment of such charge as the Company and/or Trustee may from time to time require to cover the cost of providing bonds for such exchange and the expense incidental thereto. All bonds so surrendered and all bonds delivered in exchange therefor shall be accompanied with all unmatured coupons belonging thereto. All bonds executed, authenticated and delivered in exchange for bonds so surrendered shall be the valid obligation of the Company, evidencing the same debt as the bonds surrendered, and shall be secured by the lien of this Indenture, and entitled to all of the benefits and protection hereof to the same extent as the bonds in exchange for which they are executed, authenticated and delivered.

Section 4. The interest on the bonds shall be payable only upon presentation and surrender of the several coupons for said interest as they respectively mature, and when paid such coupons shall forthwith be cancelled.