

MORTGAGE OF REAL ESTATE

37278 PROVENOR-JARRARD CO.-GREENVILLE

Also the following personal property located at the Brushy Creek Gin, in Anderson County, State of South Carolina: One 75 horsepower Faribanks-Morse Diesel Oil Engine and Ironclad Gin House and frame seed house.

Also the following machinery and equipment just purchased from the Continental Gin Company of Birmingham, Alabama, which is to be immediately installed at the Brushy Creek Gin plant, in Anderson County, S. C., and is to become a part and parcel of the gin equipment of the mortgagor: Three 80-Saw Pratt Dbl. Rib Huller B. B. all metal D. C. Air Blast Model C. BB Gins with "30" Front & Seed Hoppers; Three Standard F. E. C. Units equipped for Drying, (from Dallas. Texas, June 15); One Mitchell Big Drum Precleaner; One 240-Saw LH Model "40" Condenser with Dust Flue; One 240-Saw LH Type AF Line Flue; One EJ Mechanical Tramper, Std. Feed; One Conveyor-Distributor Elevator with Revolving Drum Separator, (Less 40" Fan) & BB Conveyor-Distr. with C/B Hoppers, (Less Wagon Gate Valve); One Set Air Blast Attachments, (Less Fan); One 9" Screw Elevator, 15' Lift; Sixty feet of 6" Seed Conveyor in metal box to seed house, with 6" Valve, & Driving Att.; One set Braces & Guard Rail for Stub Shaft; Two 30" CGC Fans to work with Drier & Driving att.; One complete set Std. Reinforcements for Munger Dbl. Bo. Press; One Set Equipment of change to Parabon Type Follow Block; One set Main Air Trunk hot air pipe to main radiator 12" Dia. Pipe from air filter to hot air fan 13" Dia. Pipe from rear machines to suction fan 12" Dia., & Pipe from suction fan to outside; One 9" Continuous Conv. behind Ext. to delivery hulls & D/A; and One 9" Cross Hull Conv. with C/S Box End & D/A to rear walls.

The above personal property is free from mortgage or other incumbrances with the exception of chattel mortgage in the sum of One Thousand (\$1,000.00) Dollars in favor of the Mitchell Company, which covers only the Mitchell Extractor and Mitchell Dryer System.

TOGETHER with all and singular the Rights, Members, Hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

To Have and to Hold all and singular the said Premises unto the said Mortgagee and its Successors and Assigns forever, And does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said Mortgagee and its Successors and Assigns from and against said Mortgagor, C. G. Gunter, Inc., its successors and Assigns lawfully claiming or to claim the same, or any part thereof.

And It Is Agreed, by and between the said parties that the said Mortgagor shall so long as any indebtedness secured hereby remain unpaid, keep said Premises in as good condition as they now are, pay all taxes and assessments that may be assessed or levied upon the same as and when shall be become due, and keep the improvements on said Premises insured in some insurance company or companies satisfactory to the Mortgagee or its Successors or Assigns against loss by fire or/and tornado, in such sums as may be required by the said Mortgagee or its Successors or Assigns, from time to time, but not exceeding the indebtedness hereby secured with Standard New York Mortgage Clause or at Mortgagee's option, with Loss Payable Clause, payable to the said Mortgagee or its Successors or Assigns as its interest may appear, and shall deliver the policies or certificates of insurance to the said Mortgagee or its Successors or Assigns.

If the said Mortgagor, C. G. Gunter, Inc., fails to pay off any tax or assessment that is a lien on said property before the same becomes delinquent or any interest or principal payment due on any incumbrance on said property which is superior to the lien or interest hereby created when the same becomes due or any insurance premium on said property when due, or to provide the said fire or/and tornado insurance, the same may be paid or provided by the Mortgagee, its Successors or Assigns, and any sum so paid by said Mortgagee or its Successors or Assigns shall be added to and become a part of the principal debt hereof and shall draw interest at the rate of six (6%) per cent per annum from the date of payment and shall become part of the principal secured by this mortgage.

If the said Mortgagor, C. G. Gunter, Inc., fails to perform any of the obligations assumed by the Mortgagor or under this contract, or fails to pay any installments of principal or interest represented by said note or notes secured hereby, or either of them at maturity, when due, or any future advances made by said Mortgagee, its Successors or Assigns, or other indebtedness to said Mortgagee, its Successors, or Assigns, represented by other promissory note, notes, or otherwise; or shall fail to pay any taxes or assessments lawfully levied against the above described property when respectively due, or any interest or principal payment due on any incumbrance on said property which is superior to the interest or lien created hereby, when the same becomes due then and in any one of such events the entire indebtedness hereby secured, then unpaid, shall at once mature and become due and payable at the option and election of the holder hereof and said holder shall have the right to proceed as if such indebtedness had matured in normal and ordinary course.

Provided, Always, Nevertheless, and it is the true intent and meaning of the parties to these Presents, that if the said C. G. Gunter, Inc., do and shall well and truly pay, or cause to be paid, unto the said The Buckeye Cotton Oil Company or its successors or assigns the said debt, or sum of money aforesaid, with the interest thereon, if any shall be due according to the true intent and meaning of the said Note or Obligation and Condition thereunder written, and all sums of money provided to be paid by the Mortgagor, its Successors or Assigns, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null

For Quit-Claim Seed as to Personal Prop. & 1/2 Acre of Land, see Seed Book 229 Page 107.