

MORTGAGE OF REAL ESTATE

said street 141 feet 11 inches, more or less to an iron pin; thence with the curve along North Main Street and Oak Street 82 feet, more or less, to the beginning corner.

This being the same property conveyed to Greenville Hotel Company by Piedmont Savings and Investment Company by deed dated September 5, 1907, and recorded in Deed Book XXX, page 8, R. M. C. Office for Greenville County; less, however, two strips of land conveyed to the City of Greenville by deeds dated respectively, May 10, 1913, recorded in Deed Book 22, page 297, R. M. C. Office for Greenville County, and October 3, 1922, recorded in Deed Book 72, page 195, R. M. C. Office for Greenville County.

TOGETHER with the appurtenances and all easements, buildings, improvements, rights, members and hereditaments to the said premises belonging or in anywise incident or appertaining,

It is mutually covenanted and agreed, however, that this mortgage is expressly subject and subordinate to any outstanding lease or leases executed by Greenville Hotel Company to Greenville Enterprises, Inc., and this mortgage is not intended to cover any equipment or other personal property in said building which belongs to the Greenville Enterprises, Inc. And it is further mutually covenanted and agreed by and between said parties that said mortgage is not to cover any property in any of the buildings on said premises belonging to other tenants of the mortgagor.

TO HAVE AND TO HOLD all and singular the said premises unto the said The South Carolina National Bank of Greenville, S. C., its Successors and Assigns forever. And the Greenville Hotel Company does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said Premises unto the said The South Carolina National Bank of Greenville, S. C., its successors and assigns, from and against the mortgagor and its successors and assigns and every person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure the buildings on said lot in a sum not less than One Hundred Fifty Thousand & no/100 (\$150,000.00) Dollars, in a company or companies satisfactory to the mortgagee, and keep the same insured from loss or damage by fire, and assign the policy of insurance to the said mortgagee; and that in the event that the mortgagor shall at any time fail to do so, then the said mortgagee may cause the same to be insured in its name and reimburse itself for the premium and expense of such insurance under this mortgage, with interest.

The said mortgagor also agrees punctually to pay within the time which is or may be limited by law in that behalf, all taxes, ^{levies} charges and assessments which may at any time (while the indebtedness secured by this mortgage or any part thereof shall remain unpaid) be levied, assessed or charged or become payable on or against said mortgaged premises or any part thereof.

And if at any time any part of said debt or interest thereon be past due and unpaid or should the mortgagor fail or neglect to pay any instalment of taxes or assessments on said premises as the same becomes due and payable, the mortgagor does hereby assign the rents and profits of the above described premises to said mortgagee, or its successors or assigns, and agrees that any Judge of the Circuit Court of said State may, at chambers or otherwise, appoint a receiver, with authority to take possession of said premises and collect said rents and profits, applying the net proceeds thereafter (after paying costs of collection) upon said debt, interest, costs, or expenses; without liability to account for anything more than the rents and profits actually collected.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said mortgagor does and shall well and truly pay or cause to be paid unto the said mortgagee the debt of sum of money aforesaid, with interest thereon, if any is due, according to the true intent and meaning of the said note, then this deed of bargain and sale shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED by and between the said parties that said mortgagor is to hold and enjoy the said premises until default of payment shall be made.

IN WITNESS WHEREOF, the said Greenville Hotel Company has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, Alester G. Furman, President and Treasurer, and Alester G. Furman, Jr., Secretary on this the 1st day of April, in the year of our Lord one thousand nine hundred and thirty-nine and in the one hundred and sixty-third year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:

Mae B. Patrick
Lois Evins

GREENVILLE HOTEL COMPANY (LS)
BY Alester G. Furman
President and Treasurer.

ATTEST:

Alester G. Furman, Jr.
Secretary.