

MORTGAGE OF REAL ESTATE

WALKER, EVANS & CORSEWELL CO., CHARLESTON, S. C. 14888-2-12-20

including four (4%) per cent. of the indebtedness as attorneys' fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said Greenville Hotel Company, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said The South Carolina National Bank of Charleston, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to it, the said Greenville Hotel Company, in hand well and truly paid by the said The South Carolina National Bank of Charleston, at and before the signing 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 said The South Carolina National Bank of Charleston:-

All that certain piece, parcel or lot of land situate, lying and being in Ward 2 of the City of Greenville, County and State aforesaid, whereon are located the Ottaray Hotel and Carolina Theatre buildings, and bounded on the North by lot of Jane Henry Serrine, on the East by Brown Street, on the South by Oak Street, on the West by North Main Street, and being more particularly described as follows:

BEGINNING at a point on the north side of Oak Street 23.65 feet from the East side of North Main Street (as projected from the opposite corner of Main and Oak Streets); thence with Oak Street in a Southeasterly direction 200 feet 2 inches, more or less, to an iron pin, corner of Brown Street; thence with Brown Street in a Northeasterly direction 186 feet, more or less, to an iron pin, corner of lot of Jane Henry Serrine; thence with her line in a northwesterly direction 274 feet 1 inch, more or less, to an iron pin on the East side of North Main Street; thence with 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, and that the mortgagor shall be entitled to execute renewal or new leases on the theatre, the hotel, the stores and any other buildings or portions thereof; and this mortgage is not intended to cover any fixtures, equipment or other property which may belong to Greenville Enterprises, Inc., or any of the other leasees or tenants.

TO HAVE AND TO HOLD all and singular the said premises unto the said The South Carolina National Bank of Charleston, 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 Charleston, 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 and 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 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 or sum of money aforesaid, with interest thereon, if any is due, according