

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 14200-2-12-10

ALSO, all that cotton ginnery situate on the land last above described and designated as the Double Springs Gin consisting of 3 - 70 Saw Lumus Gins, 1 Lumus Condenser, 1 Lumus Press and Lumus Tramper, 1 Howe Platform Wagon Scales, 1 Pair Howe Cotton Bale Weighing Scales, 1 Westinghouse 75 H. P. electric Motor with air blast fan, 2 Power Transformers from Duke Power Company, 1 Suction Fan, all piping, belting, machinery and equipment of every kind whatsoever used with and in the operation of said ginnery and all the right, title and interest of the mortgagor in and to the buildings erected on said real estate.

It is intended that this mortgage shall constitute both a real estate and chattel mortgage. X

This mortgage is one of three mortgages, each for \$20,000.00, each covering real estate and personal property in Greenville, Anderson and Oconee Counties respectively and the three mortgages are given to secure the four notes of the mortgagor above set forth aggregating \$20,000.00.

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

It is the intention and it is hereby agreed that all personal property acquired by the mortgagor after the date hereof and placed in or on the real estate hereinabove described in connection with the proper operation thereof, shall be as fully embraced within the provisions hereof and subject to the lien hereby created for securing the payment of the debt herein described, together with the interest thereon and attorneys fees as if the said personal property were now owned by the mortgagor and were specifically described herein and conveyed thereby.

In order to comply with the provisions of Section 8712-2 of the 1934 Supplement to the Code of South Carolina, it is expressly stipulated that future and further advances, if any, as well as other indebtedness to said mortgagee represented by other promissory notes, open accounts, or otherwise, to be secured by this instrument and the property described herein, shall not be in excess of the additional sum of \$1,000.00; it being understood that the mortgagee is under no obligation to make any such future advances in any sum whatsoever.

TO HAVE AND TO HOLD, all and singular the said Premises and said goods and chattels unto the said Mortgagee forever. And do hereby bind the said Mortgagor to warrant and forever defend all and singular the said Premises and said goods and chattels unto the said Mortgagee from and against said Mortgagor and every other person whomsoever 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 and said goods and chattels 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 they shall become due, and keep the improvements on said Premises and said goods and chattels insured in some insurance company or companies satisfactory to the Mortgagee against loss by fire or/and tornado, in such sums as may be required by the said Mortgagee, 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 as its interest may appear, and shall deliver the policies or certificates of insurance to the said Mortgagee.

If the said Mortgagor 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 for insurance 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, and any sum so paid by said Mortgagee shall be added to and become a part of the principal debt hereof and shall draw interest at the rate of _____ per cent per annum from the date of payment and shall become part of the principal secured by this mortgage.

If the said Mortgagor fails to perform any of the obligations assumed 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 or further advances made by said Mortgagee, or other indebtedness to said Mortgagee, 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 Mortgagor do and shall well and truly pay, or cause to be paid,