

MORTGAGE OF REAL ESTATE

WALKER, FRANK A. CROSSLAND CO., CHARLOTTE, N. C. 14352-2-12-41

Obligation and Condition thereunder written, and all sums of money be provided to be paid by the Mortgager, under the covenants of this mortgage, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue. And it is agreed, by and between the said parties, that the Mortgager is to hold and enjoy the said Premises until default of payment shall be made.

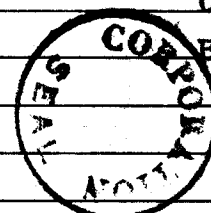
And it is further agreed and covenanted between the said parties that in case the debt secured by this Mortgage or any part thereof is collected by suit or action or this Mortgage is foreclosed, or be put into the hands of any Attorney for collection, suit, action or foreclosure, the said Mortgager shall be chargeable with all costs of collection, including ten per cent of the principal and interest on the amount involved as attorney's fees, which shall be due and payable at once, which charges and fees, together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.

It is further agreed that as a further security for the payment of the Note or Obligations for the performance of all the terms of said note and all the conditions and covenants of this mortgage, that the Mortgager hereby assign, set over and transfer to the Mortgagee, all of the rents and income of the Premises herein described for each and every year that the same remains unpaid, after default, together with all rights and remedies for enforcing collection of same; and that upon filing suit for foreclosure, or at any time thereafter, the Mortgagee, shall be entitled to have a receiver appointed to take charge of the Premises and said goods and chattels herein described, together with all the rents, profits, crops and proceeds arising therefrom during such litigation, and to hold the same subject to the orders and the direction of the Court in which the action is begun

In witness whereof, the said granting corporation has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, J. S. Gunter, President and C. G. Gunter, Secretary.

This 21st day of January in the year of our Lord one thousand nine hundred and forty-one and in the one hundred and sixty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered in the presence of W. Harold Arnold Charlotte Stevenson.



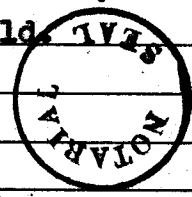
C. G. GUNTER, INCORPORATED (SEAL) BY: J. S. Gunter President C. G. Gunter (SEAL) Secretary.

The State of South Carolina, Greenville County.

Personally appeared before me Charlotte Stevenson and made oath that she saw the within named C. G. Gunter, Incorporated, by its duly authorized officers, J. S. Gunter, President and C. G. Gunter, Secretary, sign, seal and as its Act and Deed, deliver the within written Deed; and that she with W. Harold Arnold witnessed the execution thereof.

Sworn to before me, this 21st day of January A. D. 1941

(SEAL) W. Harold Arnold Charlotte Stevenson, Notary Public for South Carolina.



Recorded February 3, 1941 at 9:30 A. M. #1501 BY: E.G.