

MORTGAGE OF REAL ESTATE

WALKER, EWING & COSEWELL CO., CHARLESTON, S. C. 14888-2-12-40

of the South side of Washington Street, said point being in the center of a brick wall between the building situate on the within described property and the building situate on the lot of land conveyed by John L. Williams to Woodside Securities Company, by deed dated March 31, 1923, and recorded in the R. M. C. office for Greenville County, in Deed Book Volume 90, at page 18, and running thence along the center of said brick wall, and continuing along the property line of lot conveyed by John L. Williams to Woodside Securities Company, above referred to, S. 69° 10' E. 233 feet 11 inches to a point on the West side of South Brown Street, said point being 99 feet, 6 inches, South of the South side of Washington Street; thence along the West side of South Brown Street S. 21° 32' W. 101 feet, 0 inches, to a point; thence N. 68° 54' W. 233 feet, 0 1/2 inches, to a point on the East side of South Main Street, said point being on the Southern edge of a brick wall; thence along the East side of South Main Street N. 21° 0' E. 99 feet 11 inches to the point of beginning. As will more particularly appear by reference to the said plat of H. Olin Jones, dated November 5, 1926.

TOGETHER, with the Banking Rooms, vault, fixtures, buildings, elevators, motors, furnances and all property in the nature of fixtures appertaining to the buildings, structures and improvements located upon said real estate or any part thereof, with all rights, privileges, and easements of every kind and nature appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereinbefore described or referred to or intended so to be, or in anywise appertaining thereto; also all the estate, right, title, interest, possession, claim and demand whatsoever, as well in law as in equity of the company, of, in and to the same or any and every part thereof, with the appurtenances.

The property described in paragraphs (1) and (2) above is subject to a mortgage to The South Carolina National Bank of Charleston, as Trustee, dated May 1, 1936, recorded in Volume 266, page 97, and a mortgage to The South Carolina National Bank of Charleston, dated May 1, 1937, recorded in Volume 271, page 134, R. M. C. Office for Greenville County. The property described in paragraph (3) above is likewise subject to the mortgage dated May 1, 1936, recorded in Volume 266, page 97, R. M. C. Office for Greenville County.

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 Basley Cotton Mills, its Successors and Assigns, forever. And The Woodside Securities Co. does hereby bind itself and its Successors and Assigns, to warrant and forever defend all and singular the said Premises unto the said Basley Cotton Mills, its Successors and Assigns, from and against the Woodside Securities Co., its Successors and Assigns and every person whomssoever lawfully claiming or to claim the same or any part thereof.

In case of default in the payment of any part of the principal indebtedness, or of any part of the interest, at the time the same becomes due, or in case of failure to pay any taxes or assessments to become due on said property within the time required by law; in either of said cases the Mortgagee shall be entitled to declare the entire debt due and to institute foreclosure proceedings.

And it is further covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of South Carolina deducting from the value of land, for the purpose of taxing any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State of local purposes, or the manner of the collection, of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the said Mortgagee, without notice to any party, become immediately due and payable.

And in case proceedings for foreclosure shall be instituted, the Mortgagor agrees to and does hereby assign the rents and profits arising or to arise from the mortgaged premises as additional security for this loan and agrees that any Judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the mortgaged premises, with full authority to take possession of the premises, and collect the rents and profits and apply the net proceeds (after paying costs of receivership) upon said debt, interests, costs and expenses, without liability to account for anything more than the rents and profits actually received.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of the parties to these Presents, that if The Woodside Securities Co., 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 be due according to the true intent and meaning of the said note, and any and all other sums which may become due and payable hereunder, the estate hereby granted 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 shall be entitled to hold and enjoy the said Premises until default shall be made as herein provided.

IN WITNESS WHEREOF the Said The Woodside Securities Co. has caused its corporate seal