

MORTGAGE OF REAL ESTATE

to and from said property, including all rights and privileges of any and all streets, roads and roadways adjacent to said property leading to and from same; and also all furniture, fixtures, and equipment of every nature and kind now located, or which may hereafter be placed, in the buildings now located on said premises, or which may be placed in any building or buildings or additions hereafter erected, it being the intention of the parties hereto that the said mortgage shall cover all property of The Barringer Hotel Company in Greenville, South Carolina, whether real, personal or mixed, which is now located, or which may hereafter be placed, on the land above described.

Hotel Imperial, Inc. (now The Barringer Hotel Company) executed its mortgage on the above described property for One Hundred Eighty Thousand (\$180,000.00) Dollars to Southeastern Life Insurance Company on March 27th, 1937, which mortgage is of record in the R. M. C. Office for Greenville County, S. C. in Mortgages Volume 266, at page 200, and said mortgage has now been assigned to Liberty Life Insurance Company, the Mortgagee herein, and it is agreed that the within mortgage shall rank equal in priority with the said mortgage hereinabove referred to.

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 LIBERTY LIFE INSURANCE COMPANY, its successors and assigns. And said The Barringer Hotel Company does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said Premises unto the said LIBERTY LIFE INSURANCE COMPANY, its successors and assigns, from and against said The Barringer Hotel Company, its successors and assigns, and every person whosoever lawfully claiming or to claim the same or any part thereof.

And the said mortgagor agrees to insure and keep insured the houses and buildings on said lot in a sum not less than One Hundred Eighty Thousand (\$180,000.00) Dollars from loss or damage by fire and will keep the houses and buildings on said lot insured in a sum not less than One Hundred Eighty Thousand (\$180,000.00) Dollars from loss or damage by windstorm or tornado, and will keep and insure the furnishings and equipment in said houses and buildings on said lot from loss by fire in such amounts as may from time to time be required by the mortgagee, in a company or companies satisfactory to the mortgagee, and assign and deliver the policies of insurance to the said mortgagee, and that in the event the mortgagor shall at any time fail to do so, then the mortgagee may cause the same to be insured and reimburse itself for premium, with interest under this mortgage; or the mortgagee or its selection may on such failure declare the debt due and institute foreclosure proceedings.

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 the case of failure to keep insured for the benefit of the mortgagee the houses and buildings on the premises against fire or tornado risk, as herein provided, 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 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, interest, 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 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 Barringer Hotel Company has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, L. S. Barringer, as President and Treasurer, attested by F. M. Barringer, as Secretary, on this the 15th day of April, in the year of our Lord one thousand nine hundred and forty-two, and in the one hundred and sixty-sixth year of the Sovereignty and Independence of the United States of America.

Signed, sealed and delivered) THE BARRINGER HOTEL COMPANY (LS)
in the presence of:) By: L. S. Barringer
W. D. Malton, Jr.) President & Treasurer

