

OLLIE FARNSWORTH

R. N. C.

State of South Carolina,

GREENVILLE

County of _____

TO ALL WHOM THESE PRESENTS MAY CONCERN:

THE ERVIN COMPANY

SEND GREETING:

WHEREAS, _____ the said THE ERVIN COMPANY

its Investment Group, hereinafter referred to as Cameron-Brown and by certain promissory note in writing, of even date with these Presents 15 well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina, in the full and just sum of One Million Four Hundred Seventy-five Thousand and no/100 (\$1,475,000) DOLLARS, to be paid at its office in Raleigh, N. C., or at such other place as the holder of the note may from time to time designate in writing, as follows: due and payable on or before twelve

(12) months from date with the right to extend the maturity date for a period of six (6) months, all of which is set forth in the promissory note hereinabove mentioned.

~~with interest from the date hereof until maturity at the rate of _____ per annum, and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgage promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.~~

Any deficiency in the amount of such monthly payments, shall, unless paid by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed an amount equal to five per centum (5%) of any installment which is not paid within fifteen (15) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of ten and 1/2 (10 and 1/2%) per annum.

And if at any time any portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgage promises to pay all costs and expenses including a reasonable attorney's fee, these 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 THE ERVIN COMPANY

_____, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said CAMERON-BROWN COMPANY, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to _____ THE ERVIN COMPANY

_____ the said THE ERVIN COMPANY in hand well and truly paid by the said CAMERON-BROWN COMPANY, at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said CAMERON-BROWN COMPANY,

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the south side of Pelham Road, containing 10.5 acres, more or less, as shown on survey for Ervin Industries, Inc., prepared by Neal R. Phillips, Surveyor, dated July 25, 1969, and having, according, to said plat, the following metes and bounds, to-wit: