

FILED
GREENVILLE CO. S. C.

BOOK 1230 PAGE 299

State of South Carolina

MORTGAGE

County of GREENVILLE OLLIE FARNSWORTH
R. M. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

--THE KINGSTON CORPORATION---

(hereinafter referred to as Mortgagor)

SEND(S) GREETING:

THE ERVIN COMPANY

dated April 22, 1970

WHEREAS, ~~the Mortgagor~~ in and by its certain promissory note in writing, ~~dated April 22, 1970~~ the terms of which are incorporated herein by reference, is well and truly indebted to CAMERON-BROWN COMPANY, a corporation chartered under the laws of the State of North Carolina (hereinafter referred to as Mortgagee), in the full and just sum of ~~ten million and no/100~~

(\$ 10,000,000.00) DOLLARS, to be paid at its office in Raleigh, North Carolina, or at such other place as the holder of the note may from time to time designate in writing, according to the terms and provisions contained in said promissory note with interest as provided therein; the unpaid balance of said Debt, if not sooner paid, being due and payable on or before May 1, 1975

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, or in the promissory note secured hereby or in that certain Construction Loan Agreement of even date herewith between the Mortgagor and the Mortgagee, 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 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 Mortgagor 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 Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the Mortgagor in hand well and truly paid by the said Mortgagee, 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, its successors and assigns.

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being: in the State of South Carolina, County of Greenville, being known and designated as Tract 1 as is more fully shown on a survey for Breazeale Estate according to a plat thereof prepared by Piedmont Engineers & Architects, dated June 14, 1971, revised June 23, 1971, revised September 14, 1971, and revised September 23, 1971, and containing 10.85 acres and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Old Augusta Road at the corner of Elizabeth Boyles Subdivision and running thence with the eastern side of Old Augusta Road, the southern side of Lord Fairfax Drive and the southern and eastern side of Fleetwood Drive, the following courses and distances, to-wit: N. 4-08 W. 105.05 feet; N. 8-43 W. 97.0 feet; N. 14-05 W. 96.65 feet; N. 20-51 W. 96.9 feet; N. 28-44 W. 104.62 feet; N. 13-33 E. 36.9 feet; N. 57-11 E. 100.0 feet; N. 57-11 E. 90.0 feet; N. 56-58 E. 90.2 feet; S. 79-55 E. 59.85 feet; S. 28-09 E. 100.0 feet; S. 28-09 E. 72.1 feet; S. 38-31 E. 23.0 feet; S. 44-02 E. 89.9 feet; S. 64-52 E. 84.9 feet; S. 87-30 E. 80.0 feet; N. 74-28 E. 80.05 feet; N. 68-43 E. 95.0 feet; N. 68-43 E. 95.0 feet; N. 68-46 E. 95.0 feet; N. 68-46 E. 95.0 feet; N. 66-24 E. 85.1 feet; N. 47-59 E. 80.0 feet; N. 35-15 E. 66.4 feet; N. 16-08 E. 99.57 feet; N. 10-01 E. 58.70 feet; N. 10-09 E. 6.85 feet to an iron pin; running thence along the line of Tract 2; N. 86-33 E. 221.55 feet to an iron pin; running thence S. 20-48 E. 317.27 feet to an iron pin at the corner of property of Elizabeth Boyles Subdivision; running thence along line of said property, S. 69-12 W. 1569.88 feet to the point of beginning.

This mortgage is given as additional security for the promissory note of The Ervin Company to mortgagee, hereinabove mentioned. The Ervin Company and mortgagee have entered into a certain note agreement, dated April 21, 1970, the provisions of which are incorporated herein by reference as fully and to the same extent as though set out herein verbatim. A default in said note agreement shall be treated as a default in this instrument.