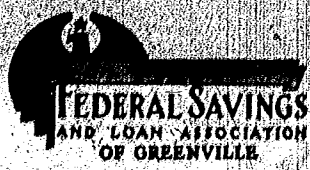


FILED
GREENVILLE CO. S. C.
Nov 10 3 56 PM '72
ELIZABETH BIDDLE
R.M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Cable Corporation, a South Carolina corporation

(hereinafter referred to as Mortgagee) (SEND(S) CREDIT(S)

WHEREAS, the Mortgagee is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of Three Hundred Twenty-Five Thousand and No/100----- 74 325,000.00)

Dollars, as evidenced by Mortgagee's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of

Three Thousand, Forty-Three and 48/100---- 74 3,043.48) Dollars each on the first day of each month hereafter in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 18 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collateral assets given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose,

NOW KNOW ALL MEN That the Mortgagee, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagee's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagee in full well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, has granted, conveyed, sold, and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, lying on the southeastern side of Wade Hampton Boulevard (U. S. Highway 29), being shown on the Greenville County Tax Maps as Lot B, 1, Block 1, Sheet 188, 1 and having, according to a plat prepared by C. B. Dawsey, dated February 10, 1972, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southeastern side of the right-of-way of Wade Hampton Boulevard (U. S. Highway 29), joint corner with lands now or formerly belonging to James M. Gillilan and running thence with the line of the Gillilan property, S. 37-02 E. 175 feet to an iron pin; thence N. 52-51 E. 88 feet to an iron pin; thence S. 42-52 E. 335 feet to a stake, which stake is 7 feet, more or less, from the center line of a branch; thence with the center line of said branch as the property line, the traverse line of which is S. 75-08 W. 274 feet to an iron pin, which iron pin is 20 feet from the center of said branch in a northwesterly direction; thence N. 37-22 W. 400 feet to an iron pin on the right-of-way line for Wade Hampton Boulevard; thence with said right-of-way line of Wade Hampton Boulevard, N. 50-42 E. 118.3 feet to an iron pin; thence continuing along said right-of-way, N. 52-50 E. 31.7 feet to the point of beginning and being the same property conveyed to Cable Corporation by Trav-O-Tel Corporation by deed dated May 2, 1972, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 942 at Page 300.

This instrument shall also serve as a security agreement pursuant to which the mortgagor does hereby grant to the mortgagee a security interest covering all furniture, furnishings, machinery, appliances, equipment and apparatus of every kind and description, including replacement parts now or hereinafter acquired by mortgagor located on or attached to the above described property known as the Iconic Motel.