

and before the signing of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said THE SOUTH CAROLINA NATIONAL BANK . Columbia, South Carolina , its successors and assigns, the following described real estate situated in the County of Greenville , State of South Carolina

Those tracts of land described on Schedule "A", Parcel I and Parcel II, attached hereto and incorporated herein by reference thereto.

Any default in any of the terms of the following described mortgages or any documents related to said mortgage loans shall constitute a default under the terms of this mortgage and the note secured hereby:

- (1) Mortgage from Ewing-Hungiville, a General Partnership, to South Carolina National Bank, in the principal amount of \$1,925,000, dated June 2, 1972, recorded in the Office of the R.M.C. for Greenville County in R.E.M. Book 1235, at Page 637, as Amended, Extended and Modified on September 28, 1972, recorded in the Office of the R.M.C. for Greenville County in Mortgage Book 1251, at Page 99, which mortgage has been assigned to the Seamens Bank for Savings by assignment dated September 28, 1972, recorded in the Office of the R.M.C. for Greenville County in R.E.M. Book 1255 at Page 525.
- (2) Mortgage from Ewing-Hungiville Realty and Construction Company, Inc. to the Seamens Bank for Savings, in the principal amount of \$2,850,000, dated November 25, 1974, and recorded in the Office of the R.M.C. for Greenville County, South Carolina in R.E.M. Book at Page
- (3) Mortgage from Ewing-Hungiville Realty and Construction Company, Inc. to South Carolina National Bank in the principal amount of \$570,000, dated July 12, 1973 and recorded in the Office of the R.M.C. for Greenville County, South Carolina in R.E.M. Book 1284 at Page 411.
- (4) Mortgage from Ewing-Hungiville Realty and Construction Company, Inc. to South Carolina National Bank in the principal amount of \$704,700.23, dated November 20, 1973, recorded in the Office of the R.M.C. for Greenville County in R.E.M. Book 1328 at Page 139 .

Mortgagor shall not sell, convey, transfer or mortgage the property described on Schedule "A" nor any personal property located thereon without prior written consent of mortgagee.

Failure of Mortgagor to fully comply with the terms and conditions of that certain letter of commitment from the Mortgagee to Mortgagor, dated November 18, 1974, shall constitute default hereunder, reserving a right in the Mortgagee to declare all sums immediately due and payable.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging, or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties hereto that all buildings, structures and other improvements now or hereafter located thereon, and all and singular the tenements, hereditaments, appurtenances, privileges and easements, now or hereafter belonging or in any way appertaining to said property, or any part thereof, and all the estate, right, title and interest of the Mortgagor, in and to said property, and the rents, issues and profits thereof; and together also with all machinery, equipment, apparatus, motors, engines, dynamos, generators, boilers, pumps, tanks, ducts, fixtures, fittings, elevators, switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used, useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

TO HAVE AND TO HOLD all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK . Columbia, South Carolina , its Successors and Assigns. And the mortgagor does hereby covenant to warrant and forever defend all and singular the said Premises unto the said THE SOUTH CAROLINA NATIONAL BANK . Columbia, South Carolina , its Successors and Assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

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