

GREENVILLE CO. S.C. DEEDS
RECORDED
3/24/76
MORTGAGE

THIS AGREEMENT, made the 12th day of August 1976 under the laws of the state of
BETWEEN HOLLY TREE COUNTRY CLUB, INC.

herein called the Debtor
whose business address is (if none, write "none") Golf Club Drive, Simpsonville, South Carolina 29681
and whose residence address is

and FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION herein called the Secured Party
whose address is P. O. Box 1268, Greenville, South Carolina 29602

WITNESSETH:

To secure the payment of an indebtedness in the amount of \$1,072,500.00 with interest, payable as follows

As provided in the terms and conditions of a note given by Holly Tree Country Club, Inc., to Fidelity Federal Savings and Loan Association, dated August 12, 1976, with interest at the rate of 9 per cent per annum, payable in monthly installments in the sum of \$9,652.50 per month, commencing September 1, 1976.

Subject further to the terms of a Loan Agreement between said parties of the same date providing for certain mandatory prepayments of the obligatory monthly installments due on said note, among other terms and conditions.

as evidenced by a note or notes of even date herewith, and also to secure any other indebtedness or liability of the Debtor to the Secured Party direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances or loans which may be made at the option of the Secured Party, all hereinafter called the "obligations") Debtor hereby grants and conveys to the Secured Party a security interest in and mortgages to the Secured Party,

- (a) the property described in the Schedule herein which the Debtor represents will be used primarily
 - for personal, family or household purposes
 - in farming operations
 - in business or other use
- (b) all property, goods and chattels of the same classes as those scheduled, acquired by the Debtor subsequent to the execution of this agreement and prior to its termination
- (c) all proceeds thereof, if any,
- (d) all increases, substitutions, replacements, additions and accessions thereto (the foregoing (a), (b), (c) and (d) hereinafter called the collateral).

1. DEBTOR WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

- PAYMENT** 1a To pay and perform all of the obligations secured by this agreement according to their terms.
- DEFEND TITLE** 1b To defend the title to the collateral against all persons and against all claims and demands whatsoever, which collateral, except for the security interest granted hereby, is lawfully owned by the Debtor and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments except as may be set forth in the schedule.
- ASSURANCE OF TITLE** 1c On demand of the secured party to do the following; furnish further assurance of title, execute any written agreement or do any other acts necessary to effectuate the purposes and provisions of this agreement, execute any instrument or statement required by law or otherwise in order to perfect, continue or terminate the security interest of the Secured Party in the collateral and pay all costs of filing in connection therewith.
- POSSESSION** 1d To retain possession of the collateral during the existence of this agreement and not to sell, exchange, assign, loan, deliver, lease, mortgage or otherwise dispose of same without the written consent of the Secured Party.
- LOCATION** 1e To keep the collateral at the location specified in the schedule and not to remove same (except in the usual course of business for temporary periods) without the prior written consent of the Secured Party.
- LIENS** 1f To keep the collateral free and clear of all liens, charges, encumbrances, taxes and assessments.
- TAXES** 1g To pay, when due, all taxes, assessments and license fees relating to the collateral.
- REPAIRS** 1h To keep the collateral, at Debtor's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times.
- INSURANCE** 1i To keep the collateral insured against loss by fire (including extended coverage), theft and other hazards as the Secured Party may require and to obtain collision insurance if applicable. Policies shall be in such form and amounts and with such companies as the Secured Party may designate. Policies shall be obtained from responsible insurers authorized to do business in this state. Certificates of insurance or policies, payable to the respective parties as their interest may appear, shall be deposited with the Secured Party who is authorized, but under no duty, to obtain such insurance upon failure of the Debtor to do so. Debtor shall give immediate written notice to the Secured Party and to insurers of loss or damage to the collateral and shall promptly file proofs of loss with insurers. Debtor hereby appoints the Secured Party the attorney for the Debtor in obtaining, adjusting and cancelling any such insurance and endorsing settlement drafts and hereby assigns to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

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