

## MORTGAGE

THIS MORTGAGE is made this 31st day of May, 1977, between the Mortgagor, Carolina Christian Broadcasting, Inc.

(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-three thousand and No/100-----(\$23,000.00)-----Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1997.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville State of South Carolina: All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in Greenville County, S.C., on the northern side of Rutherford Road (Old U.S.29), being shown and designated as Lot 6 of Mountain Ridge Industrial Park as shown on plat thereof prepared by Freeland & Associates, dated June 17, 1975, recorded in the RMC Office for Greenville County in Plat Book 5D at page 73, reference to said plat is hereby craved for a metes and bounds description thereof.

Together with an easement 50 feet in width as shown on the aforementioned recorded plat, extending for the entire length of the eastern side of the above described lot from the northern side of the right of way of Rutherford Road (Old U.S.29). It is the intent of the Grantor and Grantee herein that said easement is and shall be a non-exclusive, perpetual and freely transferable, transmissible, assignable, alienable easement in gross for commercial purposes which shall run with the above described property.

ALSO: All that certain piece, parcel or lot of land situate, lying and being in Greenville County, S.C., being known and designated as Lot 7 of Mountain Ridge Industrial Park as shown on a plat thereof prepared by James Ralph Freeland, RLS, dated May 5, 1976, recorded in the RMC Office for Greenville County in Plat Book 5S at page 89, reference to said plat is hereby craved for a metes and bounds description thereof.

Together with an easement 50 feet in width as shown on the aforementioned recorded plat, extending from the northeastern corner of the above described lot to the northern side of the right of way of Rutherford Road (Old U.S.29). It is the intent of the Grantor and Grantee herein that said easement is and shall be a non-exclusive, perpetual and freely transferable, transmissible, assignable, alienable easement in gross for commercial purposes which shall run with the above described property.

This mortgage is junior and subordinate to that certain mortgage given to Greer Federal Savings & Loan Association dated December 16, 1976 and recorded December 16, 1976 in Mortgage Book 1385 at page 362.

\*\*See continuation at bottom of page for derivation.

which has the address of 3409 Rutherford Road, Greenville  
(Street) (City)  
South Carolina 29609 (herein "Property Address");  
(State and Zip Code)

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

\*\* SOUTH CAROLINA—113 + Family—6.75—ENMA FHLC UNIFORM INSTRUMENT  
For deeds into Mortgagor see deed from James H. Thompson to Carolina Christian Broadcasting, Inc., recorded on June 21, 1976 in Deed Book 1038, page 316 and deed from R.D. Garrett to Carolina Christian Broadcasting, Inc., recorded on May 28, 1976 in Deed Book 1037 at page 111.

0.38

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