TO ALL WHON THESE PRESENTS MAY CONCERN:

FRANCIS E. MILLER
of the County of Greenville, State of South Carolina
send greetings:

wherein called the "Mortgagor", is justly indebted to CROSS-FIT PRODUCTS INC.

herein called the "Mortgagee",

in the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100THS

DOLLARS (\$150,000.00 --), and has given its certain promissory note therefor bearing even date herewith, whereby it has promised to pay to the Mortgagee the sum of \$150,000.00 -- , as follows: with interest at the rate of twelve percent (12%) per annum, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, said principal and interest to be paid as follows:

- (a) Payments of all accrued interest on the outstanding principal balance shall be due and payable on July 1, 1979 and December 31, 1979;
- (b) Payments of principal in the amount of \$25,000.00 each, plus all accrued and unpaid interest, shall be due and payable July 1, 1980; December 31, 1980; July 1, 1981; December 31, 1981; July 1, 1982; and December 31, 1982.

It being hereby expressly agreed that upon default in the payment of any one of said notes or of the interest thereon or of insurance premiums, taxes or assessments, or in the performance of any of the requirements herein contained as to taxes or insurance, or of any of the other conditions hereof, the Mortgagee shall have the right to declare the entire amount of the principal debt to be immediately due, and to proceed, without notice, to enforce the collection of same, together with interest, 10% attorneys' fees for collection and a reasonable attorneys' fee for any litigation concerning the debt, and all other amounts secured hereby.

NOW KNOW ALL MEN, that the Mortgagor, for the better securing the payment of the sum of money evidenced by the note above mentioned, with interest thereon, and all other sums mentioned therein, to the Mortgagee, and also in consideration of the further sum of \$3.00 to the Mortgagor, in hand well and truly paid by the Mortgagee, at and before the sealing and delivery 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 Mortgagee, its heirs and assigns, All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, together with all and singular the rights, members, hereditaments and appurtenances, to the said premises belonging or in anywise belonging or appertaining, as more particularly described on Exhibit "A".

To have and to hold all and singular the said premises unto the Mortgagee, its heirs and assigns forever.

And the Mortgagor does hereby bind himself to warrant and forever defend in all and singular the said premises unto the Mortgagee from and against himself and all other persons lawfully claiming or to claim the same or any part thereof.

Provided, always, that if the Mortgagor shall pay unto the Mortgagee the sum of money evidenced by the note herein mentioned, and the interest thereon, and the taxes, insurance premiums and other amounts herein mentioned, at the time and in the nanner specified in the note and herein, then these presents and the estate hereby granted shall cease, determine and be void.

gem

CTO ----2 SE25 78 1383

328 RV-2

14/34/2014

1000

STAY E 6 0.