

Mortgagee's Address: Post Office Box 120, Charlotte, North Carolina 28255

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

THIS MORTGAGE made this the 15<sup>th</sup> day of April, 1980 by JOHN D. HOLLINGSWORTH (sometimes formerly referred to as John D. Hollingsworth, Jr.); PARAMOUNT DEVELOPERS, INC., a corporation organized under the laws of the State of South Carolina; and LEAWAL, INC., a corporation organized under the laws of the State of South Carolina (hereinafter collectively referred to as Mortgagor) and given to NORTH CAROLINA NATIONAL BANK, a national banking corporation having offices in Charlotte, North Carolina (hereinafter referred to as Mortgagee).

WHEREAS, John D. Hollingsworth is well and truly indebted unto Mortgagee in the principal sum of Three Million Five Hundred Thousand and No/100 (\$3,500,000.00) Dollars, or such lesser amount as shall have been advanced by Mortgagee, which indebtedness is evidenced by the Note of the said John D. Hollingsworth dated March 28, 1980, the terms of which are incorporated herein by reference, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is April 1, 1986; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$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 successors and assigns:

ALL those certain pieces, parcels or tracts of land, with all improvements now or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being more particularly described on Schedule A attached hereto and made a part hereof by reference.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the

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