

SOUTH CAROLINA MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: HAVERTY FURNITURE COMPANIES, INC. AND MANLEY FURMAN HAYWOOD, hereinafter collectively called "Mortgagor", SENDS GREETINGS:

WHEREAS, Mortgagor is well and duly indebted unto WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association, with a mailing address of P.O. Box 3099, Winston-Salem, North Carolina, 27602, hereinafter called "Mortgagee", as evidenced by Mortgagor's written promissory note, hereinafter called "the Note", the terms of which are incorporated herein by reference, in the sum of SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) with interest and other charges to be repaid as set forth in said Note; and

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

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, 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 become indebted to the Mortgagee at any time for advances made to or for Mortgagor's account by the Mortgagee for taxes, insurance premiums, public assessments and necessary repairs, and also in consideration of the further sum of THREE AND No/100 DOLLARS (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these present, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does hereby grant, bargain, sell and release unto the Mortgagee, its successors and assigns forever, the real estate which is described on Exhibit "A" attached hereto and made a part hereof by reference;

TOGETHER with all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part or parcel thereof; and

TOGETHER with all rights, title and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and

TOGETHER with all the right, title and interest of Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the said premises and all easements and rights-of-way, public or private, now or hereafter used in connection with said premises.

TOGETHER with all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fixed thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment other than the usual household furniture, are to be considered a part of the real estate; and

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