

FILED
GREENVILLE CO. S. C.

1974-04

EMERSON WOOD

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

EWING-HUNGIVILLE, a General Partnership consisting of Frank Ewing and J. R. Hungiville, hereinafter referred to as "Mortgagor" SENDS GREETINGS:

WHEREAS, WACHOVIA REALTY INVESTMENTS, an unincorporated Business Trust organized under the laws of the State of South Carolina, pursuant to a Declaration of Trust dated December 10, 1969, as amended, on file in the office of the Secretary of State of South Carolina, hereinafter referred to as "Mortgagee", has agreed to lend to the Mortgagor and has earmarked for the benefit of the Mortgagor, the sum of ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000.00) DOLLARS, being the maximum amount of present and future advances secured by this Mortgage and to be advanced from time to time in installments as justified by progress of construction, for the purpose of constructing a building or buildings and other improvements (hereinafter referred to as Improvements) in accordance with the plans and specifications approved by the Mortgagee, on the premises described on Schedule "A" attached hereto; all such advances to be made before the 1st day of March, 1974.

WHEREAS, the said Mortgagor is thereby indebted to the Mortgagee as evidenced by that Note of even date herewith in the principal amount of ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000.00) DOLLARS, payable at the main office of the Mortgagee in Columbia, South Carolina, or at such other place as the holder thereof may designate in writing, said sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of March, 2004, to which note reference is hereby made, and

WHEREAS, the Mortgagor agrees to accept any and all installments advanced by the Mortgagee up to the full amount stated above.

NOW, KNOW ALL MEN, That the said Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of said Note, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the signing of these presents, the receipt of which 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 the real estate situated in the County of Greenville, State of South Carolina, and described on Schedule "A", hereto attached and hereby made part of this Mortgage.