MORTGAGE OF REAL ESTATE-Offices of PYLE & PYLE, Attorneys at Law, Greenville, S. C.

800x 1246 PAGE 267

STATE OF SOUTH CAROLINA FILED
GREENVILLE CO. S. C.
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

AUG 21 3 26 PH '72 TO ALL WHOM THESE PRESENTS MAY CONCERN.

ELIZABETH RIDDLE R.M.C.

WHEREAS, THE ERVIN COMPANY, a corporation chartered under the laws of the State of Delaware, and having a principal place of business at Charlotte, North Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto CAMERON-BROWN COMPANY

dated April 21, 1970,
(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note/NEXMINDEMENTAL the terms of which are incorporated herein by reference, in the sum of Ten Million and no/100 -----

Dollars (\$ 10,000,000. Plant methods to be paid at its office in Raleigh, North Carolina, or at such other place as the holder of the note may at time to time designate in writing according to the terms and provisions contained in said promissory note, with interest as provided therein; the unpaid balance of said debt, if not sooner paid, being due and payable on or before May 1, 1975.

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WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagoe 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 scaling 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 that certain piece, parcel or tract of land, situate, lying and being on the southern side of the intersection of U. S. Highways 25-276 with Old Buncombe Road, near the City of Greenville, in the County of Greenville, State of South Carolina, being shown and delineated as FIFTEEN and TWENTY-SIX ONE-HUNDREDTHS (15.26) ACRES, on a plat prepared for Joe C. McKinney by Campbell & Clarkson Surveyors, Inc., dated April 13, 1972, and recorded in Plat Book AT, at Page /3, in the Office of the Register of Mesne Conveyance for Greenville County; said tract being irregular in shape and having the following general boundaries and measurements, to-wit:

On the North by the intersection of U. S. Highways 25-276 and Old Buncombe Road, whereon it measures one hundred nine and six-tenths (109.6) feet;

On the Northeast by U. S. Highways 25-276, whereon it measures a total distance of one thousand eighteen and four-tenths (1,018.4) feet;

On the Southeast by property now or formerly of Thackston and Greenville School District, whereon it measures five hundred twenty-four and four-tenths (524.4) feet;

On the Southwest by property of Greenville School District, whereon it measures seven hundred eighty and one-tenths (780.1) feet; and

On the Northwest by Old Buncombe Road, whereon it measures a total distance of nine hundred eighty-six and five-tenths (986.5) feet; be all measurements a little more or less; with reference to said recorded plat for a more accurate description by metes and bounds.

This mortgage is given as additional security for the promissory note of The Ervin Company to mortgagee, hereinabove mentioned. The Ervin Company and mortgagee have entered into a certain note agreement dated April 21, 1970, the provisions of which are incorporated herein by reference as fully and to the same extent as set out herein verbatim. A default in said note agreement shall be treated as a default in this instrument.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all 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 such 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.