DS-LEC 30807 8/3/64 JUN 1 6 1967



MORTGAGE

THIS INDENTURE OF MORTGAGE, dated as of August , 1964, by and between HARRY N. FORMAN and ROSE C. FORMAN, his wife, (hereinafter collectively called the "Mortgagors") and FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a national banking association of Milwaukee, Wisconsin (hereinafter called the "Mortgagee"),

WITNESSETH:

WHEREAS, LAKE ESTATES COMPANY, a partnership of Milwaukee, Wiscensin composed of Harry N. Forman, Harry and Rose Forman Children Trusts, Henry E. Urdan and Lake Estates Corporation, a Wisconsin corporation, (hereinafter called the "Debtor") has executed and delivered to the Mortgagee its two promissory notes (hereinafter collectively called the "Note") in the aggregate principal amount of \$ 500,000, each dated // 1000 , 1964, maturing November 5, 1967, which Note was issued pursuant to the terms of that certain Bank Loan Agreement (hereinafter called the "Loan Agreement") dated as of July 31, 1964, between the Mortgagee and the Debtor (a true copy of the two instruments constituting the Note being annexed hereto as Exhibit A and made a part hereof);

WHEREAS, the Mortgagors have executed and delivered to the Mortgagee a Guarantee Agreement (hereinafter called the "Guarantee Agreement"), bearing even date herewith, pursuant to which the Mortgagors have guaranteed to the Bank the full and prompt payment when due of sums in respect of principal and interest upon the Note (a true copy of the Guarantee Agreement being annexed hereto as Exhibit B and made a part hereof); and

WHEREAS, the Mortgagee, as a condition to the making of such loan to the Debtor, as set forth in the Loan Agreement, has required that the obligation of the Mortgagors under the Guarantee Agreement be secured by the lien of this Mortgage;

NOW, THEREFORE, IN CONSIDERATION of the Mortgagee's making such loan to the Debtor, of the sum of \$1.00 in hand paid to each of the Mortgagors by the Bank, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Mortgagors, and as security for the performance and observance by the Mortgagors of all of the covenants and conditions contained in the Guarantee Agreement, and in this Mortgage;

GRANTING CLAUSE - The Mortgagors have granted, bargained, sold, aliened, released, remised, transferred, mortgaged, conveyed and warranted, and by these presents do hereby grant, bargain, sell, alien, release, remise, transfer, mortgage, convey and warrant unto the said Mortgagee, its successors and assigns, forever, the real estate located in <u>Greenville</u> County, <u>South Carolina</u>, described on Exhibit C hereto, together with all buildings, fixtures, furnishings, machinery, boilers and appurtenances, and the

(CONTINUED ON NEXT PAGE)

2. A.