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GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

SECOND MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT made this 21 day of May 1980, between WILLIAM W. KELLETT, JR., JOHN R. McADAMS, WARREN C. SCHULZE and T. WELLING, JR. (hereinafter collectively referred to as "Mortgagor") whose address is

and COMMUNITY BANK (hereinafter referred to as "Mortgagee") whose address is East North Street, Greenville, South Carolina 29601.

PAID & SATISFIED

WITNESSETH:

WHEREAS, Fairway Properties, a South Carolina General Partnership, is indebted to Community Bank in the total principal sum of Five Hundred Thousand and No/100 (\$500,000.00) Dollars, together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Fairway Properties, and delivered to Mortgagee, the final payment of which is due on before May 21, 1981 (the "Note") which by reference is made a part hereof to the same extent as though set out in full herein; and,

WHEREAS, as a condition of said loan to Fairway Properties and in order to induce Community Bank to make such loan, the undersigned executed and delivered unto Community Bank their Guaranty Agreement dated of even date herewith, thereby guaranteeing payment of the said Fairway Properties' note.

NOW, THEREFORE, (a) to secure the performance and observance by Mortgagor of all covenants and conditions contained in the Guaranty Agreement, in any renewal, extension or modification thereof, in this Second Mortgage and Security Agreement and in all other instruments securing the Note; and (b) also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina, 1976, all future advances and re-advances that may subsequently be made to Fairway Properties by Mortgagee, evidenced by the aforesaid Note, or any other promissory notes, and all renewals and extensions thereof (provided, however, that nothing contained herein shall create an obligation on the part of Mortgagee to make future advances or re-advances to Fairway Properties) the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Mortgagee, including court costs, and reasonable attorneys' fees; and (c) also in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance; and (d) for and in consideration of the sum of One and No/100 (\$1.00) Dollar paid by Mortgagee to Mortgagor this date, and for other valuable consideration, the receipt of which is acknowledged, Mortgagor does mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever all right, title and interest of Mortgagor in and to:

THE MORTGAGED PROPERTY

(A) THE LAND. All the land located in the County of Greenville, State of South Carolina (the "Land"), described in Exhibit "A" attached hereto and made a part hereof;

(B) THE IMPROVEMENTS. TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land, and all fixtures, machinery, appliances, equipment, building materials, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf (the "Improvements").

(C) EASEMENTS OR OTHER INTERESTS. TOGETHER WITH all easements, rights of way, streets, ways, alleys, passages, sewer rights, waters, water

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