

financing, and if Payee does refinance agrees to waive prepayment premium hereinabove set forth."

NOW, KNOW ALL MEN, That I, the said Jean Jones Hipp, in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, of Chattanooga, Tennessee, according to the terms of said note and also in consideration of the further sum of THREE DOLLARS to me, the said Jean Jones Hipp, in hand well and truly paid by the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents DO GRANT, bargain, sell and release unto the said PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY:

ALL that certain piece, parcel or lot of land with the buildings and improvements thereon situate in The McAlister Plaza, in the City of Greenville, County of Greenville, State of South Carolina, on the southwesterly side of the parking area, being more particularly shown on plat prepared December, 1961, by Piedmont Engineering Service, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southwesterly side of the parking area, said point being N. 56-21 W. 296.1 feet from the northwesterly side of Frederick Street, and running thence S. 33-39 W. 195.2 feet to a point in the center of a 15-foot alley; thence turning and running along the center of said alley, N. 59-57 W. 81.0 feet to a point; thence N. 59-30 W. 36.7 feet to a point on the southeasterly side of Greenacre Road; thence turning and running along the southeasterly side of Greenacre Road, N. 31-31 E. 128.8 feet to a point; thence continuing along Greenacre Road, N. 31-47 E. 80.9 feet to a point at the intersection of Greenacre Road and West Antrim Drive; thence along the curve at said intersection, the chord of which is N. 56-37 E. 31.4 feet to a point; thence S. 77-28 E. 30.2 feet to a point; thence turning and running S. 34-09 W. 46.7 feet to a point on the southwesterly side of said parking area; thence along the southwesterly side of said parking area, S. 56-21 E. 85.2 feet to the point of beginning.

This property is subject to certain restrictions and covenants (as amended) of record in the office of the R.M.C. for Greenville County. Mortgagor hereby grants unto mortgagee, its successors and assigns, the right and privilege to use for parking purposes only, so much of the parking area designated on said plat as is contiguous to the property above conveyed and bounded on either side by a straight extension of the above-described side lines, said parking area to be limited to the parking of not more than one row of automobiles against the curb contiguous to the property conveyed, said parking rights and privilege to be exclusively that of mortgagee, its successors and assigns. In addition to the exclusive parking right and privilege above granted, mortgagee shall have the non-exclusive right and privilege to so much of the central parking area as has not been or may not from time to time be otherwise utilized, restricted or conveyed by The McAlister Corp.

Mortgagor grants to mortgagee, its successors and assigns and any lessee and its clients and invitees, the right of egress and ingress in, over and through a strip of land of width sufficient for the passage of automobiles or other vehicles into the above-described contiguous parking area both from the entrance on the northwest side of Frederick Street and the entrance on the southwest side of West Antrim Drive or alley which this property faces.