

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Pleasantburg Shopping Center, Inc. is the owner and holder in fee simple title of the property hereinbelow described as Parcel 1-A, Parcel 1-B and Parcel 1-C, and it has possession of the property hereinbelow described as Parcel 1-D, pursuant to the terms of the lease agreement hereinbelow referred to; and

WHEREAS, Pleasantburg Shopping Center, Inc., a South Carolina corporation, is well and truly indebted to PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, Chattanooga, Tennessee, in the full and just sum of Six Hundred Seventy-Five Thousand and no/100 (\$675,000.00) Dollars in and by its certain promissory note, in writing, of even date herewith, of which the following is a copy:

"\$675,000.00 Greenville, South Carolina, July 1, 1963

"For value received, Pleasantburg Shopping Center, Inc., a South Carolina Corporation, jointly and severally promises to pay to the order of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY the principal sum of Six Hundred Seventy-Five Thousand and no/100 (\$675,000.00) Dollars, with interest thereon from date hereof at the rate of five and one-half (5½) per cent. per annum, said interest and principal sum to be paid as follows:

"Beginning on the 1st day of August, 1963, and on the 1st day of each month thereafter, the sum of Six Thousand Four Hundred Thirteen and 67/100 (\$6,413.67) Dollars, to be applied on the principal and interest of this note until the 1st day of July, 1975, when any balance remaining due on principal, with accrued interest, shall be payable in full. The aforesaid monthly payments of Six Thousand Four Hundred Thirteen and 67/100 (\$6,413.67) Dollars each are to be applied first to interest at the rate of 5½ per cent. per annum on the principal sum of Six Hundred Seventy-Five Thousand Dollars, or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment shall be applied on account of principal; all installments of principal and interest of this note being payable in lawful money of the United States of America at the Home Office of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY in Chattanooga, Tennessee, or at such other place as the holder hereof may from time to time designate in writing.

"This note and the interest are secured by a first mortgage on real estate of even date herewith, on property located in Greenville County, South Carolina.

"If this note is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce its collection, or to protect the security for its payment, the makers will pay all costs of collection and litigation together with a ten (10%) per cent. attorney's fee.

*JAC*  
*mc*

*See Release See R. E. M. Book 949 Page 44  
For Modification Agreement see R. E. M. Book 1108 Page 81*