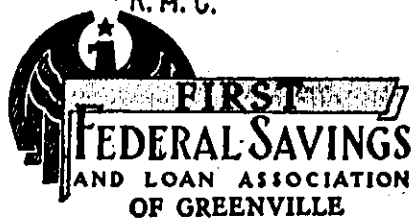


SEP 30 11 53 AM '71

OLLIE FARNSWORTH
R. M. C.

BOOK 1208 PAGE 280



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: THE McALISTER CORP. (a South Carolina corporation), the surviving corporation under Articles of Merger between that corporation and PLEASANTBURG OFFICES, INC., (hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of:

Four Hundred Fifty Thousand and no/100 (\$ 450,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Three Thousand Nine Hundred Five and 22/100 (\$ 3,905.22) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable twenty years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in the City of Greenville, on the northwesterly side of South Pleasantburg Drive (formerly Pleasantburg Drive), being more particularly shown on plat of McAlister Plaza, prepared by Piedmont Engineering Service, dated August 14, 1962, recorded in the RMC Office for Greenville County in Plat Book YY, page 103, and having according to said plat and a survey made by Douglas S. Crouch, December 1, 1964, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of the westerly side of South Pleasantburg Drive with the northerly side of Edgeworth Street, and running thence along the westerly side of Pleasantburg Drive N 26-11 E 200.0 feet to an iron pin; thence turning and running N 63-49 W 400.0 feet to an iron pin on the easterly side of Frederick Street; thence turning and running along the easterly side of Frederick Street S 26-11 W 175.0 feet to a point; thence turning and running along the curve of the intersection of Frederick Street and Edgeworth Street (the chord of which is S 18-49 E 35.35 feet) to an iron pin on the northerly side of Edgeworth Street; thence continuing along the northerly side of Edgeworth Street S 63-49 E 375.0 feet to an iron pin on the westerly side of South Pleasantburg Drive, the point of beginning.

TOGETHER with any rights which the mortgagor, or its tenants may be entitled to in any common parking areas in the subdivision known as McAlister Plaza; and also in any areas which hereafter may be designated as parking areas for the mortgagor and its tenants in the subdivision known as McAlister Plaza.

This mortgage is given subject to a joint driveway easement between McAlister Corporation and Wilkins Norwood and Company, Inc., dated December 15, 1966, and recorded in the RMC Office for Greenville County in Deed Book 818, at page 385.

This is the same property conveyed by The McAlister Corp. to Pleasantburg Offices, Inc. by deed dated March 21, 1963 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 718, page 497. Pleasantburg Offices, Inc. was merged into The

(Continued on Page 2)