

DONNIE O. TANKERSLEY
R.M.S.

BOOK 1500 PAGE 318

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: ONE ELEVEN CORPORATION

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Thomas L. Martin and Grace M. Phillips (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of One Hundred Twelve Thousand Five Hundred and No/100 ----- DOLLARS (\$ 112,500.00) with interest thereon from date at the rate of 6½% per centum per annum, said principal and interest to be repaid as follows: With interest only in the amount of \$7,313.00 payable one (1) year from date and two (2) years from date and payable thereafter in five (5) equal annual installments of principal and interest in the amount of \$27,072.00, with the first of such payments being due three (3) years from date and the last of such payments being due seven (7) years from date.

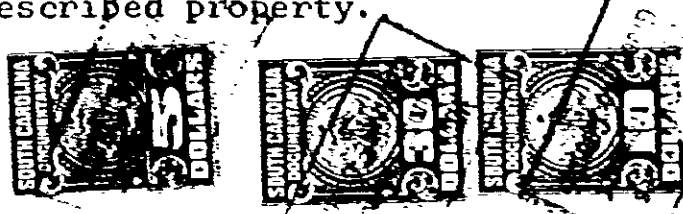
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that piece, parcel or lot of land situate, lying and being at the intersection of Congaree Road and Griffith Road in the County of Greenville, State of South Carolina, containing 20.85 acres, more or less, and having according to a survey for 385 Industrial Office Park, prepared by Piedmont Engineers, dated September 17, 1973, the following metes and bounds, to-wit:

BEGINNING at an old railroad spike located on the center line of Griffith Road south of the intersection of Congaree Road and Griffith Road and running thence S. 58-13 E. 232.00 feet along line of property heretofore conveyed to Grantors to an iron pin; thence continuing along the center line of Griffith Road S. 41-46 E. 328.05 feet to an iron pin at the southeastern edge of the curve of Griffith Road; thence turning and running along the center line of Griffith Road S. 43-44 W. 1278.25 feet to a railroad spike; thence continuing along the center line of Griffith Road S. 35-43 W. 122.42 feet to an iron pin; thence turning and running N. 27-10 W. 933.00 feet to an iron pin; thence turning and running N. 59-17 E. 109.34 feet to an iron pin; thence continuing N. 60-00 E. 1006.00 feet to an old railroad spike, the point of beginning.

Mortgagee agrees to subordinate the lien of this mortgage to the lien of a first mortgage granted by Griffith Road Joint Venture for the purposes of constructing improvements on all or a portion of the above described property.



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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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