Feb 13 3 31 PM '74

MORTGAGE OF REAL ESTATE—Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C. BOOK 1302 PAGE 109

R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

# MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: The Worthy Group, a Limited Partnership

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

WHEREAS, the Mortgagor is well and truly indebted unto First Piedmont Mortgage Company, Inc. (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 Million Eight Hundred Fifty Thousand and No/100---------- DOLLARS ($ 1,850,000.00--) with interest thereon from date at the rate as repaid as follows:

At a rate which is three (3%) percent above the prime rate of interest determined monthly by First Piedmont Bank & Trust Company, Greenville, South Carolina, but in no event to exceed thirteen (13%) percent per annum or be less than ten (10%) percent per annum, said interest rate to be adjusted on the first day of the month following a change in said prime rate. Said principal balance shall be due and payable in one installment on December 31, 1977, with interest thereon to be payable annually on the anniversary date of said note in 1975, 1976 and 1977. *

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 tract of land in Butler Township, Greenville County, State of South Carolina, as shown on plat of property of Dr. J. W. Clatworthy prepared by Pickell & Pickell, April 30, 1962, containing 125.55 acres and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin in the center of Webb Road approximately 15 feet south of its intersection with Hallton Road and running thence S. 64-50 W. 2146 feet to an iron pin; thence N. 29-11 W. 2429 feet to an iron pin; thence N. 64-27 E. 1740.4 feet to an iron pin; thence N. 27-42 E. 178 feet to an iron pin; thence N. 76-21 E. 452 feet to an iron pin; thence S. 24-57 E. 2451 feet to an iron pin, the point of beginning.

This mortgage is subject and subordinate to that certain Purchase Money Mortgage granted by Micco Corp. to J. W. Clatworthy, dated December 28, 1973, recorded in the R.M.C. Office of Greenville County in Mortgage Book 1298 at Page 777 .

*Said maturity date may be extended by one year pursuant to a Loan Agreement between the parties hereto of even date herewith.

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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