

MORTGAGE OF REAL ESTATE

FILED  
GREENVILLE CO. S.C.

1313-159

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OLD MILL PROPERTIES, a South Carolina Partnership (hereinafter referred to as Mortgagor) SEND GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST PIEDMONT MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina (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 SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) with interest thereon from date at a rate equal to the prime rate of interest as determined by First Piedmont Bank and Trust Company, Greenville, South Carolina, plus three (3%) percent, provided said rate shall at no time be less than ten (10%) percent nor more than fifteen (15%) percent, said rate to be adjusted monthly for the next succeeding monthly period according to the prime rate in effect on the last business day of the preceding month; interest to be paid monthly on the first day of each month, beginning July 1, 1974, and continuing until principal balance has been paid in full; entire outstanding principal balance and all accrued and unpaid interest to be due and payable in one installment on June 7, 1977.

WHEREAS, a portion of the proceeds of the loan described above will be advanced to Mortgagor subsequent to the date hereof, in accordance with the terms of the aforesaid Loan Agreement, and 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 successors and assigns those pieces, parcels or lots of land, together with all improvements thereon, or hereafter constructed thereon, described in Exhibit "A", attached hereto and made a part hereof.

THE properties described on Exhibit "A" are subject to various purchase money mortgages, all of which are also described on Exhibit "A". The lien of this mortgage of First Piedmont Mortgage Company, Inc. is subject and subordinate to the liens of each of those mortgages, as to that portion of the property described in said purchase money mortgages.

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.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, his heirs, successors and assigns forever.

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