

State of South Carolina,) ss.
 COUNTY OF GREENVILLE)

THIS MORTGAGE, made the 21st day of October, 1974, between

Frank L. Outlaw, Jr., James Berry Garrett, Peter Todd Garrett, Preston Eugene Garrett, William Gordon Garrett and Mary Garrett McDannald, Partners, d/b/a Warehouse Investments, A General Partnership of the County of Greenville, State of South Carolina, hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee.

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has executed and delivered to Mortgagee a note of even date herewith, in the principal sum of One Million One Hundred Sixty Five Thousand and No/100----- Dollars (\$ 1,165,000.00),

payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 15th day of October 1994, to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated near the Town of Mauldin Greenville County, South Carolina:

All that piece, parcel or tract of land, together with all buildings and improvements now or hereafter situate thereon, lying and being on the southwestern side of Industrial Boulevard and the Eastern side of Bi-Lo Street near the Town of Mauldin in Austin Township, Greenville County, South Carolina being shown as Lots Nos. VII and VIII and the northernmost portion of Lot X of the Atlantic Coast Line Railway Company's Industrial Subdivision known as "Greenville Industrial District", as shown on a plat thereof recorded in the RMC Office for Greenville County, S.C. in Deed Book 676, pages 307 and 308 and having according to a plat entitled, "Property of Frank L. Outlaw, Jr., et al" made by Piedmont Engineers, Architects & Planners dated July 24, 1974 recorded in the RMC Office for said County and State in Plat Book 5-F, pages 84 & 85 the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southeastern corner of the intersection of the right of way of Industrial Boulevard with Bi-Lo Street, said iron pin being located 1474.79 feet east of the edge of the right of way of the Seaboard Coastline Railway Company's Laurens-Greenville Main Track right of way, and from said beginning point running thence along the southwestern side of Industrial Boulevard, S. 57-16 E. 1200 feet to an iron pin; thence continuing along the western side of Industrial Boulevard, S. 19-13 W. 534.8 feet to an iron pin; thence continuing along the western side of Industrial Boulevard, S. 19-13 W. 8.4 feet to a point at the corner of property owned by Greenville County, South Carolina and leased to Bi-Lo, Inc.; thence along the line of said property, N. 56-53 W. 103.3 feet to a point in the wall of a building; thence continuing along the line of property owned by Greenville County and continuing along the face or edge of a building, the following courses and distances, to-wit: N. 56-40 W. 83.20 feet to a point, N. 56-54 W. 100 feet to a point, N. 56-51 W. 100 feet to a point, N. 56-58 W. 100 feet to a point, N. 56-51 W. 100 feet to a point, N. 56-51 W. 100 feet to a point, N. 56-51 W. 100 feet to a point, N. 56-51 W. 100 feet to a point, N. 56-58 W. 100 feet to a point, N. 56-53 W. 92.41 feet to a point, and N. 56-58 W. 111.82 feet to a point in the face of the wall of said building; thence leaving said building and continuing along the line of property owned by Greenville County, N. 57-17 W. 136.53 feet to an iron pin on the eastern side of Bi-Lo Street; thence along the eastern side of Bi-Lo Street, N. 32-44 E. 520 feet to an iron pin, the point of beginning.

The Mortgagors herein covenant and agree that the areas designated as parking areas, driveways and drive-in areas on the above mentioned recorded plat of the mortgaged premises shall be maintained constantly during the term of this mortgage, and that the Mortgagors shall not without the prior written consent of the Mortgagee construct or erect or permit to be constructed and erected, new buildings, or additions to the existing buildings on said premises which shall reduce in size or area said driveways, drive-in areas and parking areas.

The Mortgagors have entered into a certain Lease Agreement as Lessors with Bi-Lo, Inc. as Lessee dated October 3, 1974 and have as a part of the security for this mortgage and the note which it secures, executed unto the Mortgagee an Assignment of Lease and a Conditional Assignment of Rentals connected with said Lease and the premises covered by said Lease. The Mortgagors further covenant and agree that in the event of the breach of any covenant contained in said Lease by the Mortgagors as Lessors which

0495

4323 RV.2