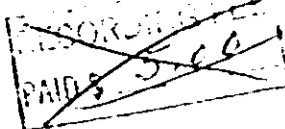


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FILED

GREENVILLE G.S.M.

1974 OCT 17

1974



BOOK 1328 PAGE 337

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FIDELITY TRUST CORPORATION (hereinafter referred to as Mortgagor), SEND GREETINGS:

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 dated October 13, 1972, the terms of which are incorporated herein by reference, in the sum of Six Hundred Thousand and No/100 (\$600,000.00) Dollars with interest thereon at a rate equal to one hundred sixty (160%) percent of the rate of interest charged by First Piedmont Bank and Trust Company of Greenville, South Carolina, to its highest credit rated commercial borrowers, adjusted quarterly to reflect changes in said rate of interest, said principal and interest to be repaid: principal due and payable on or before five (5) years from date and interest to be paid annually beginning October 13, 1973.

WHEREAS, in order to secure said indebtedness, Mortgagor granted to Mortgagee its certain mortgage dated October 13, 1972, covering certain real property located in Greenville County, South Carolina, containing approximately 52.56 acres, said mortgage having been recorded in Mortgage Book 1328, at Page 325.

WHEREAS, the Mortgagee has agreed to release from said mortgage a small portion of said property, so that Mortgagor can convey said portion to the School District of Greenville County, and in exchange for said release, Mortgagor has agreed to extend said mortgage to certain additional parcels conveyed to Mortgagor by said School District in exchange for the released portion.

WHEREAS, the purpose of this instrument is to grant to the Mortgagee a mortgage on said parcels received from said school district.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or re-advanced 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 (\$3.00) Dollars 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 tract or parcel of land situate in Greenville County, South Carolina and more particularly described on Exhibit "A" attached hereto and made a part hereof, being the same property conveyed to Mortgagor by deed recorded March 1, 1974, in the Office of Register of Mesne Conveyance for Greenville County in Deed Book 994 at Page 515, subject to all restrictions, zoning ordinances, easements of record or on the ground affecting said property and subject to that certain purchase money mortgage payable to B. O. Thomason, Jr., et al, recorded October 13, 1972 in said office.

This mortgage is also subject to the terms and conditions of a Loan Agreement and Option to Purchase Real Estate executed October 13, 1972, by Fidelity Trust Corporation, Village Greer, a partnership, and First Piedmont Mortgage Company, Inc., which Loan

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