

TO ALL WHOM THESE PRESENTS MAY CONCERN:

NEW SOUTH DEVELOPMENT COMPANY, A PARTNERSHIP

(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 1976 the terms of which are incorporated herein by reference, in the sum of Two Hundred Ninety-Five Thousand and no/100ths----- Dollars (\$295,000.00) with interest thereon from date at the rate determined by the Chase Manhattan Bank of New York, New York, prime rate plus 2-1/2% not less than 8-1/2% nor more than 12% per annum adjusted daily payable quarterly, said principal and interest to be repaid in accordance with scheduled terms in said promissory note but no later than October 1, 1980.

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 (\$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 piece, parcel or lot of land situate, lying and being in Greenville County in a commercial subdivision known as Pelham Pointe' being shown as the property of New South Development Company, total acres 11.4, net acres 9.9, on plat dated July, 1976, prepared by Campbell & Clarkson Surveyors, Inc. recorded and revised October 7, 1976
October 8, 1976 in the RMC Office for Greenville County, in Plat Book 5-X at Page 2 ., BEING the same property conveyed to Mortgagor herein by Pelham Pointe', a Partnership, by deed dated October 7, 1976 recorded in the RMC Office for Greenville County in Deed Book 1044 at Page 316 .

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