

FILED
GREENVILLE CO. S. C.
OCT 11 1 00 PM '76
DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA.
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

~~XXXX~~ MULBERRY SQUARE INVESTORS LIMITED PARTNERSHIP

SEND GREETINGS:

WHEREAS, the said MULBERRY SQUARE INVESTORS LIMITED PARTNERSHIP
in and by its certain promissory note, in writing, of even date with these presents, is well and
truly indebted to NEWBERRY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEWBERRY, a corporation, organized
by and pursuant to the laws of the United States, in the full and just sum of
Four Hundred Thirty Thousand and No/100 (\$430,000.00) Dollars

payable in monthly installments which shall be applied:

FIRST: To the payment of interest due on said loan, the interest for each month shall be added to the unpaid balance on the 1st day of said month at the rate of 1/12 of the annual interest rate, and shall be calculated upon the unpaid balance due as of the last day of the preceding month.

SECOND: To the payment, at the option of said Association, of such taxes, assessments, or insurance as may be in default on the property pledged to secure this obligation.

THIRD: The balance of said amount to the payment to that extent, as a credit of that date, on the principal of this loan. Said payments to continue until principal and interest is paid in full.

Said note further providing that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days or failure to comply with any of the By-Laws of said Association or any of the stipulations of this mortgage, the whole amount due under said note, shall, at the option of the holder thereof, become immediately due and payable and suit may be brought to foreclose this mortgage.

Said note further providing for a ten (10%) per cent, attorney's fee besides all costs and expenses of collection to be added to the amount due on said note, and to be collectable as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured by this mortgage); as in and by said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That the said MULBERRY SQUARE INVESTORS LIMITED PARTNERSHIP

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof of the said NEWBERRY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEWBERRY according to the conditions of the said note;

and also; in consideration of the further sum of THREE DOLLARS, to the said MULBERRY SQUARE INVESTORS LIMITED PARTNERSHIP

in hand well and truly paid by the said NEWBERRY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEWBERRY at and before the sealing and delivery of these presents the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the said NEWBERRY FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEWBERRY, its successors and assigns.

ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southwestern side of Buncombe Street, containing 2.477 acres, more or less, as shown on a plat by Piedmont Engineers and Architects, dated August 17, 1976 and recorded in the R.M.C. Office for Greenville County in Plat Book 57, at Page 97, and having according to said plat, the following metes and bounds, to-wit:
Beginning at a nail and cap on the southwestern side of Buncombe Street 66.37 feet from an old iron pin at the corner of Mulberry Street and Buncombe Street and running thence S. 55-30 W. 398.39 feet to an iron pin located 66.47 feet from an iron pin on the northwestern side of Mulberry Street; thence N. 31-18 W. 140.03 feet to an iron pin; thence S. 54-30 W. 9 feet to an iron pin; thence N. 36-43 W. 96.75 feet to an iron pin on the southeast side of Fludd Street; thence N. 56-15 E. 162.50 feet along the southeastern side of Fludd Street to an iron pin; thence N. 36-49 W. 61 feet to an iron pin; thence N. 55-30 E. 243.43 feet to a nail and cap on the southwestern side of Buncombe Street; thence S. 34-30 E. along the southwestern side of Buncombe Street 295 feet to the point of beginning.

This is the same property conveyed to Mortgagor herein by the following deeds:
Deed of Southeastern Life Insurance Company, dated July 1, 1939, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 214, at Page 1;
Deed of Cline Jenkins, dated July 19, 1956, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 557, at Page 353; Deed of W. M. Shelton, dated August 9, 1959, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 416, at Page 149; Deed of F. E. Saville and Veda S. Saville, dated July 13, 1949, recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 386, at Page 291; Deed of Ella C. Leppard, dated July 15, 1959,

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