

MORTGAGE OF REAL ESTATE—Form Prepared by Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

FOR VALUE RECEIVED, the undersigned does hereby bargain, sell, transfer and assign, with full recourse, unto Fidelity Mortgage Investors the within Real Estate Mortgage

this 15th day of April, 1977. FILED GREENVILLE CO. S. C.

The State of South Carolina County of GREENVILLE APR 20 3 00 PM '77

DONNIE S. TANKERSLEY R.M.C.

GROWTH PROPERTIES OF FLORIDA, LTD., III BY: GROWTH PROPERTIES, INC., its General Partner

BY: *[Signature]* President

To All Whom These Presents May Concern:

Breckinridge Associates, Limited, a Limited Partnership SENDS GREETING:

Whereas, the said Breckinridge Associates, Limited, a Limited Partnership in and by its certain promissory note in writing, of even date with these presents, is well and truly indebted to Growth Properties of Florida, Ltd., III, a Limited Partnership in the full and just sum of One Hundred Fifty Thousand and No/100ths (\$150,000.00) Dollars, to be paid according to the terms of said note and the final payment thereunder being due on April 15, 1986,

~~with interest thereon from~~  
~~at the rate of xxxxxxxxxxxxxx per centum per annum to be computed and paid~~  
~~with principal~~ all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if, before its maturity, it should be deemed by the holder thereof necessary for the protection of his or its interests to place, and the holder should place, the said note or this mortgage, in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That the said Breckinridge Associates, Limited, a limited partnership, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Growth Properties of Florida, Ltd., III, a Limited Partnership, according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to it, the said Breckinridge Associates, Limited, a Limited Partnership, in hand well and truly paid by the said Growth Properties of Florida, Ltd., III, a Limited Partnership at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Growth Properties of Florida, Ltd., III, a Limited Partnership:

ALL that piece, parcel or lot of land with all improvements thereon situate, lying and being on Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, containing 11.951 acres as shown on Survey for Breckinridge Associates, Limited, dated September 21, 1971 prepared by Carolina Surveying Co., recorded in the Office of the R.M.C. for Greenville County, State of South Carolina in Plat Book 4J at Page 83 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the edge of the right-of-way at Pelham Road at the joint front corner of property herein described and property of Duke Power Co. and running thence along the edge of right-of-way of Pelham Road S. 74-42 E. 100 feet to an iron pin: thence continuing along the edge

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