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FILED GREENVILLE CO. S. C.

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State of South Carolina

GONNE S. TAYLOR R.H.C.

County of Greenville

First National Bank 102 South Main Street Greenville, S. C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

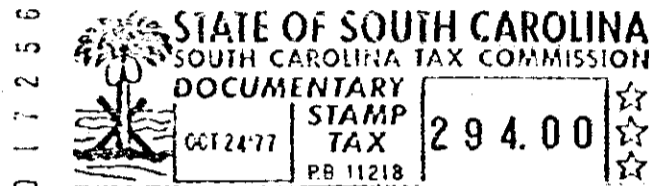
COMBINED NURSING CENTERS, INC.

(herein called Mortgagor, whether one or more persons) SEND(S) GREETING:

WHEREAS, the Mortgagor XXX

in and by a certain promissory note in writing, a national banking institution of even date with these presents, are well and truly indebted to the FIRST NATIONAL BANK OF SOUTH CAROLINA, / chartered under the laws of the U.S. of America (hereinafter called Mortgagee) in the full and just sum of Seven Hundred Thirty-five Thousand and No/100 (\$ 735,000.00)

DOLLARS, to be paid at its Office in Greenville, / Carolina, together with interest on the unpaid balance thereof remaining unpaid from time to time, from date hereof until maturity, according to the terms of a certain promissory note of even date herewith, to which note reference is specifically made, providing for the payment thereof in installments the last of which is due and payable on or not later than April 1, 1998.



If any installment of said principal or interest is not paid when due, or if said note is 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, a reasonable attorney's fee of not less than ten (10%) per cent of the amount involved shall be added to the amount due under said note and shall be collectible thereunder. If any installment of interest is not payable at its maturity, the same shall thereafter bear interest at the maximum S.C. legal rate until paid. In the event of failure to pay any interest or any installment of principal, or any portion of either, or any other sums required to be paid by said note and this mortgage, as the same become due, or in the event of failure to perform and comply with any and all of the other covenants, terms and provisions of said note and this mortgage, and/or the other instrument or instruments, if any, which secure this note, and such failure or default shall continue for a period of thirty days, then in any of said events said principal sum and all advancements made pursuant to the provisions of this mortgage, together with all unpaid interest thereon shall be at once due and payable at the option of First National Bank of South Carolina, its successors or assigns, and be collectible without further notice, by proceedings or otherwise. Provisions as to prepayment, contained in said note, are incorporated herein by reference.

NOW, KNOW ALL MEN, that the said Mortgagor, in consideration of the said debt and sum of money afore-said, and for the better securing the payment thereof to the said Mortgagee, its successors and assigns, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to the said Mortgagor in hand well and truly paid by the said 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 said Mortgagee, its successors and assigns, that certain tract or parcel of land located in Greenville County, State of South Carolina, more particularly described as follows:

All those certain pieces, parcels or lots of land, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lots 10, 12, 14 and 16 of Block C on plat entitled "Blocks C & D, Highlands Subdivision", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book E at page 209 and having, according to a more recent survey thereof entitled "Property of Combined Nursing Centers, Inc.", dated September 16, 1977, prepared by Freeland & Associates, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-I at page 20, the following metes and bounds:

BEGINNING at an old iron pin on the Eastern side of Texas Avenue at the joint front corner of Lots 16 and 18 and running thence along the joint line of said lots, N. 71-03 E. 273.3 feet to a new iron pin at the joint rear corner of Lots 16, 17 and 18; thence along the rear lines of Lots 16, 14, 12 and 10 S. 15-51 E. 319.0 feet to an old iron pin at the joint rear corner of Lots Nos. 8, 10 and 11; thence along the joint line of Lots 8 and 10 S. 70-52 W. 238.1 feet to a new iron pin on the Eastern side of Texas Avenue; thence along the Eastern side of Texas Avenue N. 22-10 W. 319.8 feet to an old iron pin at the joint front corner of Lots 16 and 18, the point and place of beginning.

Lots 14 and 16 as described above were conveyed to Unico Development Services, Inc., a corporation, by deed of Frank P. Morris, recorded July 31, 1975, in the Greenville County R.M.C. Office in Deed Book 1022 at page 97. Subsequently, Unico Development Services, Inc., conveyed said lots to Combine Nursing Centers, Inc., a corporation, the mortgagor herein, by deed recorded February 10, 1976, in the Greenville County R.M.C. Office in Deed Book 1031 at page 452. Lots 10 and 12 as described above were conveyed to Combined Nursing Centers, Inc., the mortgagor herein, by deed of Betheden Nursing Homes, Inc. (formerly Texas Avenue Nursing Home, Inc.), recorded September 29, 1975, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1024 at page 924.

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