

MAR 16 3 56 PM '78

REAL ESTATE MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

State of South Carolina,

BOOK 1428 PAGE 133

County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Spa-South of Greenville, Inc., hereinafter called Mortgagor, in and by our certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00), with interest thereon payable in advance from date hereof at the rate of 11 % per annum; the principal of said note together with interest being due and payable in (48) Number

monthly installments as follows:

Beginning on April 14, 19 78, and on the same day of each monthly period thereafter, the sum of One Thousand Two Hundred Ninety Two Dollars and 28/100 Dollars (\$ 1,292.28) and the balance of said principal sum due and payable on the 14th day of March, 19 82.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of _____ % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee 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, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

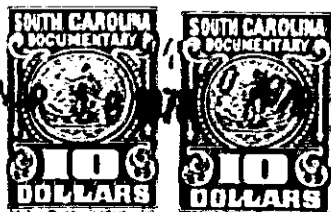
All that certain pieces, parcel or lot of land lying and being in the County of Greenville, South Carolina, shown on a survey entitled "Survey for Spa South of Greenville, Inc.", prepared by C. O. Riddle, dated June 28, 1977, comprised of approximately 2.00 acres, and having, according to said survey, the following metes and bounds, to-wit:

Beginning at an iron pin located on the northeastern side of the right-of-way of the frontage road of Highway I-385, a joint corner of subject property and property owned by Veeder-Root; thence along the common boundary of said properties N 46-14E 116.25 feet to an iron pin; thence N 37-30W 92.15 feet to an iron pin located within a water line right-of-way; thence N 41-03 E 277.74 feet to an iron pin; thence S 61-32-27 E 188.13 feet to an iron pin; thence S 28-27 - 33 W 419.30 feet to an iron pin on the northeastern side of the right-of-way of said frontage road; thence along said right-of-way N 61-32-27 W 200 feet to the point of beginning.

This conveyance is made subject to any and all easements, restrictions, rights of way, and other incumbrances of record.

This is a portion of the property conveyed to the Grantor by the deed of J. D. Miller recorded on June 10, 1971, in Deed Book 917 and at page 565 and the deed of Poole Products of the South East, Inc., recorded on January 24, 1967 in Deed Book 812 at Page 489.

1-04-111-Real Estate Mortgage



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