

P. I. C. LOAN NUMBER

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GREENVILLE CO. S. C.

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BOBBIE S. TANKERSLEY
R.M.C.

BOOK 1457 PAGE 346

State of South Carolina,

COUNTY OF GREENVILLE

THIS MORTGAGE, made the 12th day of February, 1979, between BLAKE P. GARRETT, JR., as Trustee under written Agreement with Blake P. Garrett, Sr., Blake P. Garrett, Jr., Mason Y. Garrett, Peter T. Garrett, James B. Garrett, David H. Garrett, David T. Garrett, Stewart H. Garrett, Mary G. McDannald, W. Gordon Garrett and Preston E. Garrett, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1070, page 880, dated December 5, 1977, of the County of Greenville, State of South Carolina, hereinafter called Mortgagee, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee.

WHEREAS, Mortgagee is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagee has executed and delivered to Mortgagee a note of even date herewith, in the principal sum of Five Hundred Thousand and no/100ths

Dollars (\$500,000.00)

payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 15th day of February, 1994, to which note reference is hereby made.

NOW, THEREFORE, Mortgagee, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the

of Greenville County, South Carolina:
ALL that piece, parcel or tract of land containing 5 acres, more or less, situate, lying and being on the northeastern side of Maple Street Extension, in Greenville County, South Carolina, being shown on a plat of the SURVEY FOR BLAKE P. GARRETT, JR., TRUSTEE, LEASED TO SKY CITY STORES, INC., made by Carolina Surveying Company, dated September 8, 1978, recorded in the RMC Office for Greenville County, S. C., in Plat Book 6-W, page 41, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Maple street Extension at the corner of property owned by Blake P. Garrett and David H. Garrett and running thence along the line of said property, N. 28-45 W., 358 feet to a point on the southern side of the right of way of the Seaboard Coastline Railroad Company; thence with the southern side of said right of way the following courses and distances, to-wit: N. 61-12 E., 298.1 feet to a point, N. 63-34 E., 72.5 feet to a point; N. 64-10 E., 77.7 feet to a point, N. 66-38 E., 72.3 feet to a point, and N. 68-41 E., 78.3 feet to a point (said point being located 208 feet west of property now or formerly owned by Spartanburg Concrete Company); thence S. 28-50 E., 309 feet to a point; thence S. 53-21 W., 540.3 feet to a point on the northeastern side of Maple Street Extension; thence with the northeastern side of Maple Street Extension, N. 82-01 W., 78.3 feet to the point of beginning.

The above described property is a portion of the same conveyed to the Mortgagee by deed of Blake P. Garrett and David H. Garrett, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1050, page 544, on June 6, 1978, and a portion of the same conveyed to the Mortgagee by deed of Metromont Materials Corp., recorded in the RMC Office for Greenville County, S. C., in Deed Book 1070, page 682, on December 22, 1977. Blake P. Garrett, Jr., is holding title to the above described property as Trustee for the above named beneficiaries pursuant to the terms of that certain written instrument of Trust, dated December 5th, 1977, recorded in the RMC Office for Greenville County, S. C., in Deed Book 1070, page 880.

ALSO: All furniture or furnishings, fixtures and equipment installed in, affixed to, placed upon, or used in connection with the above described property, and all such property which may hereafter be installed in, affixed to, placed upon, or used in connection with the same and all replacements thereof, additions thereto and substitutions therefor, except for any of such items which are property owned by any tenants which according to the terms of any applicable lease may be removed by such tenant or lessee at the expiration of such lease. This mortgage shall be deemed a Security Agreement for the purposes of the items described in this paragraph for the purposes of the South Carolina Uniform Commercial Code.

CITY OF GREENVILLE
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