

203 Chick Hampton Bldg.
Chick Springs Road
Greenville, S. C. 29609

MORTGAGE OF REAL ESTATE - Office of WILLIAM B. JAMES, Attorney at Law, Greenville, S.C.

GREENVILLE CO. S. C.

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APR 2 10 59 AM '79

DONNIE S. TANKERSLEY
R.M.C.

STATE OF SOUTH CAROLINA,

County of Greenville

To All Whom These Presents May Concern:

WHEREAS, We, Richard L. Crain and Geraldine P. Crain

hereinafter called the mortgagor(s), is (are) well and truly indebted to Group III, A General Partnership, hereinafter called the mortgagee(s),

in the full and just sum of Twenty Two Thousand Two Hundred Ninety Four and 11/100

Dollars, in and by a certain promissory note in writing of even date herewith, due and payable as follows: with terms and interest as provided for in the note executed simultaneously herewith:

with interest from _____ at the rate of _____ per centum per annum until paid; interest to be computed and paid _____ and if unpaid when due to bear interest at the same rate as principal until paid, and the mortgagor(s) has (have) further promised and agreed to pay ten per cent of the whole amount due for attorney's fee, if said note be collected by an attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW, KNOW ALL MEN, That the said mortgagor(s) in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars. to the mortgagor(s) in hand well and truly paid 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(s) the following described real property:

ALL that certain piece, parcel or lot of land in Greenville County, South Carolina, on the southern side of U. S. Highway 29, being shown as the southwestern portion of Tract "C" on plat prepared for the Middleton Group by Piedmont Engineers, Architects & Planners, dated August 18, 1976, and recorded in the R,M,C, Office for Greenville County in Plat Book 5-T at page 81, and according to said plat, having the following metes and bounds, to wit: BEGINNING at an iron pin on the southern side of U. S. Highway 29, said point being 464.6 feet southwest of the intersection of U. S. Highway 29 and E. Lee Road and running thence S. 47-00 E. 153.4 feet to a spike on an easement; thence with the easement S. 43-00 W. 17.3 feet to an iron pin; thence continuing with the easement S. 12-20 E. 96.17 feet to an iron pin, thence continuing with the easement S. 47-00 E. 21 feet to an iron pin, thence S. 12-20 E. 5.3 feet to an iron pin; thence N. 47-00 W. 257.9 feet to an iron pin on the southern side of U. S. 29; thence with U. S. 29, N. 43-00 E. 75 feet to an iron pin; the point of beginning.

Also conveyed as a separate and severable conveyance (for the mutual benefit of all of the property touching the below described easement) as to the above described parcel of land, an easement of ingress, egress and regress from time to time by foot or vehicular traffic over a 24 foot strip of property; said strip of land being more particularly described below. Said easement is for the mutual benefit of all property now or formerly owned by The Middleton Group, A General Partnership and is perpetual, non-exclusive, appendant appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of the conveyed premises and the other property of the grantor which abuts said easement and shall be transmissible by deed or otherwise upon any conveyance or transfer of the above conveyed property on which said easement exists. The 24 foot strip is conveyed subject to and conditions that no structure nor improvement of any kind, other than usual and normal roadway paving shall be placed thereon together with such utility uses as do not interfere with ingress, egress and regress. This easement is for the commercial development of the property affected and is to alternatively be considered an easement in gross for commercial purposes. The property subject to this easement is described as follows:

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