

Mortgagee's address: 102 South Main Street, Greenville, SC 29601

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GREENVILLE CO. S. C.  
JUN 22 3 05 PM '79  
CONNIE S. TANKERSLEY  
R.M.C.

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STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: FINLAY, LTD., A General Partnership

(hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST NATIONAL BANK OF SOUTH CAROLINA, Greenville, South Carolina, (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seven Hundred Fifty Thousand and No/100-----  
DOLLARS (\$ 750,000.00 ), with interest thereon as provided in said promissory note(s), said principal and interest to be paid as therein stated, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable October 1, 1999,

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the 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 Mortgagee, its successors and assigns.

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the City of Greenville, State of South Carolina, and shown on plat thereof entitled "Property of Finlay Ltd., a General Partnership", prepared by Freeland & Associates, dated June 14, 1979, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at a point at the northeastern quadrant of the intersection of North Main Street and East North Street and running thence along the right-of-way of North Main Street N. 20-00 E., 120.34 feet to a point; thence, along a line through a party wall S. 70-34 E., 128.0 feet to a point; thence S. 20-33 W., 120.34 feet to a point on the Northern edge of the right-of-way of East North Street; thence, along said right-of-way N. 70-34 W., 126.84 feet to a point, the point and place of beginning.

TOGETHER WITH all the Mortgagor's right, title and interest in and to that certain temporary and permanent easements along the entire northern boundary of the property, the temporary and construction easement being 27 feet in width when measured at right angles along said boundary, the permanent easement having the following metes and bounds: BEGINNING at the northernmost corner of the above referred to property on the eastern edge of the right-of-way of North Main Street and running thence along said street N. 20-00 E., 10 feet to a point; thence S. 70-34 E., 134.0 feet to a point; thence S. 25-34

(See Page 2 for continuation)

NOTA

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STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY STAMP  
300.00  
JUN 22 1979

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