

MORTGAGE OF REAL ESTATE

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STATE OF SOUTH CAROLINA  
COUNTY OF

BENNETT BANKERSLEY  
R.M.C.

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Edward Rose Associates, Inc., a Michigan corporation, with offices at 23999 W. Ten Mile Road, P.O. Box 937, Southfield, Michigan 48037

(hereinafter referred to as Mortgagor) is well and truly indebted unto James M. Shoemaker, Jr. and David L. Freeman as Trustees under the Will of E.D. Sloan, Francis M. Hipp, Walter S. Griffin, Robert S. Small, J. Kelly Sisk, Ballenger Corporation, Fannie E. Crowell, C.T. Wyche, Caine Realty and Mortgage Co., and E.M. Apperson.

(hereinafter referred to as Mortgage) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Two Hundred Eighty Six Thousand Eighty and No/100-----Dollars (\$286,080.00) due and payable in four (4) annual installments beginning May 16, 1980 the first of which shall be Sixty-One Thousand Eighty and No/100 (\$61,080.00) Dollars with the remaining installments each being Seventy Five Thousand and No/100 (\$75,000.00) Dollars.

with interest thereon from May 16, 1979 at the rate of five (5) per centum per annum, to be paid C. Thomas Wyche, Attorney; Wyche Burgess Freeman and Barnham PA, 44 East Campdown Way, Greenville, South Carolina 29602

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 purposes:

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 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 signing 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, the Mortgagee's heirs, successors and assigns:

All those tracts of land lying in the State of South Carolina, County of Greenville, shown as 14.85 acres and 23.75 acres more or less on plat of Edward Rose Associates, Inc. recorded in Plat Book 7 G at page 20, prepared by Enwright Associates, Inc., dated April 16, 1979, as revised May 22, 1979, and having such courses and distances as will appear by reference to said plat and is hereinafter described:

Beginning at an iron pin at the intersection of the northern right-of-way of Cavalier Drive with the western right-of-way of Fairforest Way, said right-of-way being 100 feet in width and 80 feet in width, respectively; thence along the northern right-of-way of Cavalier Drive S 80° 30' 00" W, 270.04' to an iron pin and property of Christ Church School; thence along the property line of Christ Church School N 23° 25' 50" W, 1130.56' to an iron pin; thence along the east side of a 50' access easement to Christ Church School, N 10° 21' 00" E, 332.83' to an iron pin on the southern right-of-way of Wenwood Road, said right-of-way being 60 feet in width; thence along southern right-of-way of Wenwood Road S 79° 39' 00" E, 593.94' to an iron pin on the western right-of-way of Fairforest Way; thence southerly along the western right-of-way of Fairforest Way the following bearings and distances: S 01° 09' 00" W, 66.08' to an iron pin; thence S 03° 03' 52" E, 101.79' to an iron pin; thence S 03° 36' 21" E, 1000.00' to an iron pin; thence S 03° 13' 31" E, 53.84' to an iron pin and point of beginning.

AND

Commencing at a point where the center line of Cavalier Drive extended intersects the eastern right-of-way of Fairforest Way, said right-of-way being 80 feet in width, thence in a northerly direction 245.9 feet along the east right-of-way of Fairforest Way to an iron pin and the point of beginning; thence continuing northerly along the right-of-way of Fairforest Way the following bearings and distances: N 03° 36' 21" W, 850.00' to an iron pin; thence N 03° 05' 30" W, 98.21' to an iron pin; thence N 01° 00' 37" E, 97.79' to an iron pin; thence N 03° 14' 49" E, 98.11' to an iron pin; thence N 06° 24' 50" E, 97.54' to an iron pin; thence N 10° 19' 27" E, 96.46' to an iron pin; thence N 10° 50' 27" E, 11.14' to an iron pin and property line of Wenwood Properties; thence along property line of Wenwood Properties S 68° 22' 04" E, 1007', more or less, to the center of Long Branch Creek; thence southerly along the center of Long Branch Creek 340', more or less to property of Wenwood Properties, thence leaving creek along the property line of Wenwood Properties S 80° 23' 39" W, 852', more or less, to an iron pin and point of beginning.

Subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County.

Being the same property conveyed to the Mortgagees herein by deed of the Mortgagors herein to be recorded herewith.

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