STATE OF SOUTH CAROLINA

J. L.

COUNTY OF GREENVILLE

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MERRAS, RYA of S. C., Inc., a South Carolina corporation, hereinafter referred to as "Mortgagor", is well and truly indebted to Lawrence E. McNair and Walter S. Griffin, hereinafter together referred to as "Mortgagee", in the full and just sum of Seven Hundred Sixty One Thousand and No/100 Dollars (\$761,000.00), in and by two Purchase Money Notes executed in writing of even date herewith, in the principal sum of \$380,500.00 each, one to each mortgagee named herein, with interest thereon at the rate of 10% per annum, principal and interest to be repaid as follows: One note in the amount of \$380,500.00 payable to Lawrence E. McNair in four annual installments, due on the second day of January beginning in 1980 and each year thereafter until 1983. Also, one note in the amount of \$380,500.00 payable to Walter S. Griffin in three annual installments, due on April 1 each year, beginning in 1980 and each year thereafter until 1982. Any payment of interest or principal, if unpaid when due, shall bear interest at the same rate as principal until paid, and Nortgagor has further promised and agreed to pay a reasonable amount for attorneys fees if said Note be collected by an attorney or through legal proceedings of any kind.

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, according to the terms of the said Note, and also in consideration of the further sum of One (\$1.00) Dollar, to it in hand well and truly paid 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 do grant, bargain, sell and release unto the said Mortgagees all that tract or parcel of land situate in Greenville County, South Carolina, and more particularly described on Exhibit "A" attached hereto and made a part hereof;

TOCETHER with all and singular the Improvements, Rights, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining thereto, including rentals received or to be received with respect to leases or any portion of the premises or improvements constructed on the premises;

TO HAVE AND TO HOLD, all and singular the said premises unto the said Mortgagee, their heirs and assigns forever;

And Mortgagor hereby binds its self, its successors and assigns forever to warrant and forever defend all and singular the said premises unto the said Mortgagee, its heirs and assigns, from and against Mortgagor, its successors and assigns, and every person whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, NEVERTHEIESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid unto the said Mortgagees the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note, then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.

AND IT IS AGREED, by and between the said parties, that the Mortgagor shall hold and enjoy the said premises until default of payment shall be made.

The Mortgagor covenants and agrees as follows:

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