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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

P. O. Box 3099

OFFICE VOL. B. GO. S. Winston-Salem, N.C. 27102

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TO WHOM THESE PRESENTS MAY CONCERN: T.M.F. COMPANY, a South Carolina Limited Partnership, (hereinafter referred to as Mortgagor),

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto WACHOVIA BANK AND TRUST COMPANY, N.A., (hereinafter referred to as Mortgagee) as evidenced by Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Three Hundred Twenty-five Thousand and no/100ths ------DOLLARS (\$325,000.00), 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 or readvanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, readvances on the debt or for any other purpose; and,

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable April 30, 1980.

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 its 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, the following described property, to-wit:

PARCEL NO. ONE:

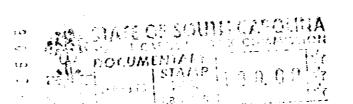
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ALL that piece, parcel or tract of land, with all buildings and improvements, containing 2.395 acres, more or less, situate, lying and being on the northeastern side of a frontage road of Interstate Highway No. 385, in Greenville County, South Carolina, being shown and designated as a portion of Lots Nos. 8 and 9 on a plat of the PROPERTY OF ALETHEA F. PATE, recorded in the RMC Office for Greenville County, S. C., in Plat Book L, page 85, and having according to a survey for T.M.F. CORPORATION, made by W. R. Williams, Jr., dated April, 1979, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of a frontage road of I-385, approximately .25 miles from the intersection thereof with Congaree Road (said beginning point being located N. 44-05-30 W., 4.55 feet from a concrete monument at the corner of property now or formerly owned by Acme Realty Co.), and running thence along the northeastern side of I-385 frontage road, N. 44-05-30 W., 213.2 feet to an iron pin; thence along the line of property now or formerly owned by Hilary A. Fisher, Jr. and Janet M. Fisher, N. 47-57 E., 492.6 feet to an iron pin; thence along the line of property owned by Alethea F. Pate, S. 43-04 E., 211.2 feet to an iron pin; thence S. 46-56 W., 77.5 feet to an iron pin; thence S. 47-54 W., 411.3 feet to the point of beginning.

The above property is the same conveyed to T.M.F. Company, a South Carolina Limited Partnership by deed of T.M.F. Company, Ltd., a Partnership, to be recorded simultaneously herewith.



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