

State of South Carolina

Mortgage of Real Estate

County of GREENVILLE

J. S. C.  
PH '80  
SLEY

THIS MORTGAGE made this 27th day of June 19 80

by OAKS REALTY, a General Partnership

(hereinafter referred to as "Mortgagor") and given to The Profit Sharing Plan of Carter & Crawley, Inc.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 5069, Station B, Greenville, South Carolina, 29606

WITNESSETH:

THAT WHEREAS, Oaks Realty, a General Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,000.00), which indebtedness is evidenced by the Note of Guarantee of Churchill A. Carter and Ralph S. Crawley of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is January 1, 1993, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 120,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land, located, lying and being in the State and County aforesaid, on the Southerly side of Thousand Oaks Boulevard, containing 5.6 acres, more or less, and being shown as Tract No. 1 on plat entitled "Thousand Oaks Industrial Park" by Piedmont Engineers & Architects, dated June 9, 1972, and recorded in the Office of the RMC for Greenville County in Plat Book 40 at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southerly edge of Thousand Oaks Boulevard, which point is S. 89-27 E., 325.6 feet from the Southeasterly intersection of Miller Road and Thousand Oaks Boulevard, and running thence along Thousand Oaks Boulevard S. 89-27 E., 589.3 feet to a point; thence S. 0-33 W., 341.6 feet to a point; thence S. 71-50 W., 475.05 feet to a point; thence N. 38-38 W., 225.2 feet to a point; thence N. 1-04 E., 319.5 feet to a point on the Southerly side of Thousand Oaks Boulevard, the point and place of Beginning. EXCLUDING, however, all that certain piece, parcel or tract of

This is the same property conveyed to the Mortgagor herein by deed of Churchill A. Carter and Ralph S. Crawley recorded in the Greenville County RMC Office in Deed Book 1120 at Page 69 on February 4, 1980.

land, located, lying and being in the County of Greenville, State of South Carolina, lying on the Southerly side of Thousand Oaks Boulevard, containing 2.005 acres, more or less, as shown on plat entitled "Survey for Carter & Crawley, Inc", dated January 12, 1977, prepared by Piedmont Engineers, Architects & Planners, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the Southerly side of the right-of-way of Thousand Oaks Boulevard, at the joint front corner of the within tract and a tract containing 3.6 acres, more or less, and running thence along said right-of-way S. 89-27 E., 230 feet to a new iron pin; thence running S. 0-33 W., 341.6 feet to an 18" hickory at the joint corner of the within tract and property now or formerly of Smith; thence, running along the joint line of said tracts S. 71-50 W., 242 feet to a new iron pin at the joint rear

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident (Cont.) or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto).

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