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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

PH 101 MORTGAGE OF REAL ESTATE BY A CORPORATION TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. PHOENIX SQUARE, A LIMITED PARTNERSHIP,

a corporation chartered under the laws of the State of South Carolina (hereinafter referred to as Mortgagor) is well and truly indebted unto

THE WORKING BENEVOLENT STATE GRAND LODGE OF SOUTH CAROLINA

(hereinafter referred to as Mortgagee) 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 FORTY-SIX THOUSAND AND 00/100 (\$46,000.00) DOLLARS

Brillians (\$ 46,000.00) due and payable

one year from the date of execution of this mortgage,

with interest thereon from date

at the rate of fourteen per centum per annum, to be paid: at maturity

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, the Mortgagoe's helrs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

ALL that lot of land situate in the City of Greenville, Greenville County, South Carolina, located near the intersection of Broad Street and Fall Street and having the following metes and bounds, to-wit:

BEGINNING at a point on Broad Street 50 feet from the corner of Broad Street and Fall Street and running thence S. 70 E. 50 feet, more or less; thence N. 19 E. 75 feet; thence N. 70 W. 50 feet, more or less; thence S. 19 W. 75 feet to the point of BEGINNING, being the same lot conveyed to E. W. Biggs and M. W. Patton by deed recorded in Deed Book 53, at page 68.

Also, all that lot or tract of land in the City of Greenville, Greenville County, South Carolina, adjoining the above-described tract and lying at the intersection of Broad Street and Pall Street and having the following metes and bounds, to-wit:

Street 50 feet to the corner of the above-described lot (formerly Lidie Boling lot); thence in a northerly direction with the line of the above-described lot 70 feet to property formerly owned by Cooksey; thence in a westerly direction with the Cooksey line 50 feet to Fall Street; thence with Fall Street in a southerly direction 70 feet to the corner of BEGINNING, being the same property conveyed to E. W. Biggs and W. M. Patton by deed recorded in Deed Book 53, at page 67.

This is a purchase money mortgage.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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