

P O Box 34069  
Charlotte, N. C.

SATISFACTION: The indebtedness secured by this Mortgage has been satisfied in full.

NCNB Mortgage Corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Mail after Recording to: \_\_\_\_\_

RECORDED  
SOUTH CAROLINA  
JUN 28 PM '81  
J. G. CHEROS  
N.C.

BOOK 1543 PAGE 774

John G. Cheros, Attorney  
1300 E. Washington St.

This instrument was prepared by:

Greenville, S. C. 29607

Title Insurance issued in connection herewith:  Binder or Policy Number  Company  
Pioneer National Title Ins.

### MORTGAGE

This Mortgage is made this 11th day of June, 1981 by and between:

"Borrower" [Enter name, address and character of entity]

The Smith Co.'s, a Partnership  
P O Box 6251  
Greenville, S. C. 29606

"Lender"

NCNB MORTGAGE CORPORATION  
a North Carolina Corporation  
P.O. Box 34069  
Charlotte, N.C. 28234  
Attention: Construction  
Control Dept.

Borrower in consideration of the indebtedness herein recited, irrevocably grants and conveys to Lender and Lender's successors and assigns, all of the following described land, buildings, improvements and fixtures (all hereafter referred to collectively as the "Property"):

(a) All that tract or parcel of land more particularly described as follows:

All those pieces, parcels or lots of land lying in the State of South Carolina, County of Greenville, being shown as Lots 19 and 20 on plat of Brookfield West, Section I, recorded in Plat Book 7 C at page 19 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Dee Smith Company, Inc. and The Vista Co., Inc. by deed recorded herewith.

Also: All those pieces, parcels or lots of land lying in the State of South Carolina, County of Greenville, shown as Lots 189 and 190 on plat of Devenger Place, Section 9, recorded in Plat Book 6 H at page 71 and having such courses and distances as will appear by reference to said plat.

Being the same property conveyed by Dee Smith Company, Inc. by deed recorded herewith.

Mortgagee agrees to release Lots 190 and 189 of Devenger Place, Section 9, upon the principal reduction of \$76,000.00 for each lot releases and also Lot 19 Brookfield West, Section I. Lot 20, Brookfield West, Section I, will be released by mortgagee upon the principal reduction of \$76,800.00.

and,

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the aforesaid land and all materials intended for construction, reconstruction, alteration and repair of such improvements all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid land, and all fixtures now or hereafter owned by Borrower and attached to or contained in and used in connection with the aforesaid land and improvements.

To have and hold the same forever, together with all privileges, hereditaments and appurtenances thereunto belonging, unto Lender and Lender's successors and assigns;

And as additional security for said indebtedness Borrower hereby assigns to Lender all the rents, issues, profits and revenues of the Property from time to time accruing, reserving only the right to Borrower to collect the same as long as Borrower is not in default hereunder; and

Borrower also assigns to Lender any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Property or any rights appurtenant thereunto, and Lender may, at its option, either apply the same to the Loan or release the same to Borrower without thereby incurring any liability to any other person.

The terms of this Mortgage are as follows:

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