

JUL 23 3 06 AM '81 REAL ESTATE MORTGAGE

State of South Carolina,

DONNIE S. TANKERSLEY
R.M.C.

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said OMEGA INVESTMENTS, a South Carolina General Partnership hereinafter called Mortgagor, in and by its _____ certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of ONE HUNDRED, FORTY FIVE THOUSAND & NO/100ths Dollars (\$ 145,000.00), with interest thereon payable in advance from date hereof at the rate of 1% floating rate above C & S prime; the interest will be paid monthly with annual installments of principal as follows: November 1, 1982, \$27,000.00; November 1, 1983, \$31,000.00; November 1, 1984, \$35,000.00; November 1, 1985, \$41,000.00; and final payment of \$11,000.00 on May 1, 1986
[Monthly, Quarterly, Semiannual or Annual]

~~Beginning on~~ _____, 1982, and on the same day of _____ period thereafter the sum of _____ Dollars (\$XXXXXXXXXXXXXXX) ~~payable on the 1st day of May XXXXXXXXXXXXXXX 1986.~~

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of 1% floating abv. per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Spartanburg, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

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 to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

ALL that lot of land in the State of South Carolina, County of Greenville, City of Greer, containing 0.463 acres, more or less, according to a plat entitled, "Property of C. H. Roe, Jr., et al", prepared by Freeland & Associates, Surveyors, dated December 21, 1978 and recorded in Plat Book 8-E at Page 43 in the RMC Office for Greenville County and having such metes and bounds as appear by reference to said plat. The subject property fronts on the southerly side of the right-of-way of U. S. Highway No. 29, a total distance of 100 feet.

THIS is the identical property conveyed to the Mortgagor by deed of Fashion First, Inc. to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
DOCUMENTARY
STAMP
JUL 23 1981

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