Loan #10510

STATE OF SOUTH CAROLINA County of Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: Group III Associates, a general partnership composed of P. Randall Bentley, B. Ward Kellett and L. Berry Woods, Jr.,

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto WOODRUFF FEDERAL SAVINGS AND LOAN ASSOCIATION, (hereinaster 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

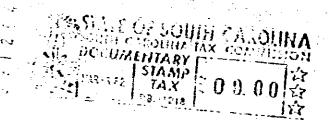
TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$ 22,500.00), with interest thereon from date at the rate as specified in said note, said

principal and interest to be repaid as therein stated, said note provides that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 2002

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 purpose;

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 his account by the Mortgagee, 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:

All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville, on the Southwest corner of North Maple Street and Jones Avenue, being a portion of Lot No. Three (3) as shown by survey made by J. A. Adams for W. T. Jones, and having the following courses and distances, to-wit: Beginning at a point on the Southwest corner of the intersection of North Maple Street and Jones Avenue, and running thence with the West side of North Maple Street S. 14-15 E. 95.7 feet to a pin; thence S. 80-30 W. 163.4 feet to a point; thence N. 14-15 W. 95.7 feet to a pin on the South side of Jones Avenue; thence with the South side of Jones Avenue N. 80-30 E. 163.4 feet to the point of beginning. is the same property conveyed to the Mortgagor herein by Marian K. Bramlett, et al., by deed recorded in the R.M.C. Office for said County on July 28, 1981, in Deed Book 1152 at page 495.



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