

State of South Carolina

County of Greenville

GREENVILLE CO. S. C.

JAN 18 3 51 PM '83

DONNIE S. TANKERSLEY
R.M.C.)

BOOK 1582 PAGE 222

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Mortgage of Real Estate

THIS MORTGAGE is dated January 18, 19 83

THE "MORTGAGOR" referred to in this Mortgage is ALLIANCE HAYWOOD ASSOCIATES

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 608, Greenville, South Carolina 29602

THE "NOTE" is a note from ALLIANCE HAYWOOD ASSOCIATES

to Mortgagee in the amount of \$600,000.00, dated January 18, 19 83. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is July 18, 19 83. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 600,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land situate, lying and being in the State of South Carolina, County of Greenville, containing 4.01 acres as is more fully shown on a composite plat entitled "Property Survey for Orchard Park Associates, The Atrium at Orchard Park", prepared by Arbor Engineering, Inc. dated July 8, 1982, and having, according to said plat, the following metes and bounds, to-wit:

TO FIND THE POINT OF BEGINNING, commence at an iron pin on the Southern side of Orchard Park Drive, at its eastern intersection with McPrice Court, and running thence with the Southern side of Orchard Park Drive S. 53-55 E. 282.02 feet to an iron pin at the Northeastern corner of Lot No. 2 AT THE POINT OF BEGINNING: FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, running thence with the line of Lot No. 2, S. 36-05 W. 355.79 feet to an iron pin at the Southeastern corner of Lot No. 2; running thence with the rear line of Lot No. 2, N. 52-39 W. 59.04 feet to an iron pin at the corner of Lot No. 3; running thence with the line of Lot No. 3, S. 37-21 W. 345.0 feet to an iron pin at the corner of Lot No. 3 on the Northern side of Interstate 385; running thence with the Northern side of Interstate 385 S. 52-39 E. 284.24 feet to a point; running thence N. 36-05 E. 705.66 feet to a point on the Southern side of Orchard Park Drive; running thence with the Southern side of Orchard Park Drive N. 53-55 W. 217.55 feet to the POINT OF BEGINNING.

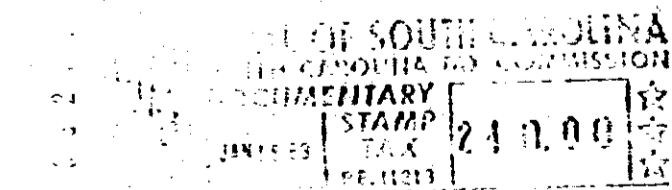
ALSO, that certain non-exclusive sanitary sewer easement as set out in Exhibit "D" under deed from Alliance Haywood Associates recorded in the R.M.C. Office for Greenville County in Deed Book 1175 at Page 42.

The above property is a portion of the property conveyed to the Mortgagor herein by Steven Van Auten by deed recorded January 16, 1981, in the R.M.C. Office for Greenville County in Deed Book 1141 at Page 32.

SEE EXHIBIT "A" FOR ADDITIONAL PROPERTY UNDER THIS MORTGAGE.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident 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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