Corporate Mortgage Of Real Estate

GREENVE CO. S. C.

State of South Carolina FEB 4 12 52 PH 183 County of GREENVILLE

__doy of ____ February___ This Mortgage is made this ____fourth_(4th)___ a corporation organized Mortgogor 1. R. Package Store of Greenville, Inc., and existing under and by virtue of the laws of the State of ___South Carolina ___ "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of the United States of America whose address is P. O. Drawer 969, Greenville, S. C. 29602 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of One-hundred Thousand One and No/ 100ths ---- (\$100,001.00)----- Dollars, which indebtedness is evidenced by Borrower's note dated February 4, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner poid, due and payable on __February_1,_1988

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, together with all extensions, renewals or modifications thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 17 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville _, State of South Carolina:

ALL that certain piece, parcel or lot of land near the City of Greenville, Greenville County, State of South Carolina, at the Southwestern intersection of Poinsett Highway and Burgess Street described according to a plat by Freeland & Associates, R.L.S., dated January 10, 1983, entitled property of J. R. Package Store of Greenville, Inc., recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9L at page 90, reference being made to said plat for the metes and bounds thereof.

This is the same as that conveyed to J. R. Package Store of Greenville, Inc. by deed of A.T.L., Inc., dated and recorded concurrently herewith.

which has the address of 1527 Poinsett Highway, Greenville, South Carolina 29609 (City) (Street)

(State and Zip Code)

(herein "Property Address");

To have and to hold unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain in a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and covey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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TOTAL CANADAS AND ASSESSMENT