

State of South Carolina, GREENVILLE S.C.

BOOK 1604 PAGE 755

County of GREENVILLE

FILED MAY 2 11 45 AM '83

DONNIE S. WHEATLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, the said MAULDIN PALMETTO LAND COMPANY, a 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 Two Hundred Thousand and no/100ths ---- Dollars (\$ 200,000.00), with interest thereon payable in advance from date hereof at the rate of Prime Rate plus 3/4 of 1% per annum; the principal of said note in addition to interest being due and payable in (36) monthly installments of \$500.00, plus interest; and 144 monthly installments of \$1,263.89, plus interest as follows:

Beginning on June 5th, 1983, and on the same day of each monthly period thereafter, the sum of as set forth above Dollars (\$) and the balance of said principal sum due and payable on the 5th day of May, 1998

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 12% 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 Greenville, 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 piece, parcel or lot of land, with all buildings and improvements, situate, lying and being on the eastern side of Palmetto Drive, in or near the Town of Mauldin, Greenville County, South Carolina, adjoining Mauldin Industrial Park, having according to the Plat of the Property of RICHARD J. FEENY AND JAMES R. ZILLIGEN, made by Alex A. Moss, R.L.S., dated December 12, 1981, and designated thereon as "Tract A", the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Palmetto Drive at the corner of property now or formerly owned by Lee Huskamp, and running thence along the eastern side of Palmetto Drive, S. 40-26 E., 150 feet to an iron pin; thence continuing along Palmetto Drive, S. 40-26 E., 50 feet to an iron pin on Tract B; thence along the line of Tract B, N. 49-34 E., 215.2 feet to a point on property now or formerly owned by Don Kelly; thence along the line of said property, N. 39-43 W., 50 feet to an iron pin; thence continuing along the line of the said property, N. 39-43 W., 150 feet to an iron pin; thence along the line of property now or formerly owned by Lee Huskamp, S. 49-34 W., 218 feet to the point of beginning.

ALSO: ALL that piece, parcel or tract of land, with all buildings and improvements, situate, lying and being on the eastern side of Palmetto Drive, in or near the Town of Mauldin, in Greenville County, South Carolina, adjoining Lot 43 of Mauldin Industrial Park, as shown on a plat recorded in Plat Book 7-C, page 55, and having according to a plat of the Property of RICHARD J. FEENY AND JAMES R. ZILLIGEN, made by Alex A. Moss, R.L.S., dated December 12, 1981, and designated thereon as "Tract B", the following metes and bounds, to-wit:

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