

Mortgagee's Address: P. O. Box 6807, Greenville, SC 29606
 MORTGAGE OF REAL ESTATE—Office of Leath, Felt, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.
 STATE OF SOUTH CAROLINA } 1539 16
 COUNTY OF GREENVILLE } 31 12 12 PM '93
 MORTGAGE OF REAL ESTATE
 TO ALL WHOM THESE PRESENTS MAY CONCERN:
 JOHN R. ASLEY
 R.M.C.

WHEREAS, Eastside Clinic Partnership, a South Carolina General Partnership
 (hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Greenville, South Carolina

(hereinafter 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 One Hundred Thousand and No/100ths

Dollars (\$ 100,000.00) due and payable
 in seventy-two (72) monthly installments commencing thirty (30) days from the date hereof, in principal amounts as set forth in said promissory note with interest thereon from this date at the rate of prime plus three-fourths (3/4%) percent to be paid monthly with the monthly installment of premium

~~with interest thereon from~~ ~~at the rate of~~ ~~percent per annum to be paid~~

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 purposes:

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, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 2, containing 29,478 square feet, as shown on a Plat prepared by Dalton & Neves Co. Engineers, dated July, 1979, recorded in Plat Book 7-C at Page 40, and having, according to said plat, the following metes and bounds:

Commencing at the Northeastern intersection of the rights of way of Haywood Howell Road and East North Street, run in a Northeasterly direction along the Northeastern boundary of the right of way of East North Street for a distance of 653 feet, more or less, to an iron pin; thence continue to follow along the Northeastern boundary of the right of way of East North Street as follows: turn and run N65° 36' E for a distance of 99.9 feet to an iron pin; thence turn and run N62° 2C' E for a distance of 75.2 feet to an iron pin; thence turn and run N57° 10'E for a distance of 100.1 feet to an iron pin; thence turn and run N. 52° 07'E for a distance of 78.35 feet: thence turn and run N46° 52' E for a distance of 101.6 feet to an iron pin; thence turn and run S 32° 41' E along the Southwestern boundary of property now or formerly of Taylor, Woodrow & Blitman Company, for a distance of 167.5 feet to point which is the point of beginning; from the point of beginning thus described, continue to run S 32° 41' E along property now or formerly of Taylor, Woodrow and Blitman Company for a distance of 31.5 feet to an iron pin; thence turn and run S 17° 31'E along property now or formerly of Taylor, Woodrow & Blitman Company for a distance of 123.2 feet to a point; thence turn and run S 50° 34' W along property now or formerly of Gibson Brothers, Inc. for a distance of 187.1 feet to a point; thence turn and run N. 29° 26' W along the Northeastern side of Gibson Court for a distance of 140 feet to a point; thence turn and run N 57° 19' E along the common line of Lots 1 and 2 of Gibson Court for a distance of 211.1 feet to point of beginning.

This is the property conveyed to mortgagor by deed of Gibson Brothers, Inc., dated August 3, 1979, and recorded August 6, 1979, in the RMC Office for Greenville County in Deed Book 1108, Page 681.

Together with all rights of the owners of the aforesaid property to discharge surface water from the aforesaid property onto the adjoining property on the East, as shown on a Plat prepared by Dalton & Neves Co., Engineers, dated February 7, 1980, and as more particularly set forth in that certain Easement granted by Gibson Brothers, Inc., to Eastside Clinic Partnership, dated September 5, 1979, and recorded September 6, 1979, in Deed Book 1110, Page 930, RMC Office for Greenville County, South Carolina.

Notwithstanding anything to the contrary herein, it is understood and agreed that this instrument creates a second mortgage only upon the premises, subordinate to the lien of a mortgage held by Provident Life and Accident Insurance Company.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.
 The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.