

FILED
GREENVILLE S.C.
JUL 13 3 06 PM '83
S. JAMES W. LERSLEY
R.M.C.

State of South Carolina

30-1615-0000

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said Worthy Group, a South Carolina limited partnership, hereinafter called Mortgagor, in and by _____ that _____ 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 Five Hundred Ten Thousand and 00/100 Dollars (\$510,000.00), with interest thereon payable in advance from date hereof at the rate of 1 1/2 % per annum; the principal of said note ~~to be paid without interest~~ being due and payable in (5) annual installments as follows:

(Monthly, Quarterly, Semiannual or Annual)
Beginning on August 1, 1984, and on the same day of each year thereafter, the sum of One Hundred Two Thousand Dollars (\$102,000.00); accrued interest ~~to be payable quarterly beginning on November 1, 1984, and~~ ~~payable on February 1, May 1, and August 1 of each year~~ and the balance of said principal sum due and payable on the 1st day of August, 1988.

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 _____ % 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:

(LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF).

Mortgagor also assigns to Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's rights under those certain Contracts of Sale, all dated March 24, 1983, by and between The Worthy Group, as Seller, and Ingle's Markets, Inc., as Purchaser, affecting all of the properties described on Exhibit A, copies of which are recorded or referred to in Deed Book 1185, page 887, of the RMC Office of Greenville County, South Carolina. It is the intention of Mortgagor and Mortgagee that Mortgagee shall have a security interest in the contract rights of The Worthy Group created by and set forth in said Contracts of Sale with all rights arising from or associated with such a security interest under the Uniform Commercial Code of South Carolina. It is also the intention of Mortgagor and Mortgagee that Mortgagor's rights under said Contracts shall be treated as appertences to the real estate described herein and may be foreclosed upon along with the real estate in the event of default hereunder.

* above the C & S Prime Rate

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