

GREENVILLE CO. S. C.

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DONNIE S. DUNN
R.M.C.

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MORTGAGE OF REAL ESTATE

THIS MORTGAGE is made this 25th day of October, 1983, between the Mortgagor, ONE THIRTY FIVE SOUTH MAIN STREET ASSOCIATES, LTD., a Georgia Limited Partnership, (herein "Mortgagor"), and the Mortgagees, PAUL A. FLEURY, IV, ALEX A. FLEURY, WILLIAM E. FLEURY, CHARLES M. FLEURY, ESTER FLEURY IMHOFF, SALLIE EARL STOKES, LEWIS L. FLEURY, MONTE STOKES BISI, MARY VIRGINIA FLEURY EMORY, BANKERS TRUST OF SOUTH CAROLINA, TRSTEE FOR LYDIA WELLS AND VIRGINIA CHRISTY, T/U/W, and MARY McALISTER APPERSON, (herein "Mortgagee" or "First Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$74,250.00) Dollars, which indebtedness is evidenced by Mortgagor's Note dated October 25, 1983 (herein "Note"), providing for annual installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 15, 1985;

TO SECURE to Mortgagee for the repayment of indebtedness evidenced by the Note, with interest thereon, 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 Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns the following property located in the County of GREENVILLE, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the northeast side of Court Square and having the following metes and bounds, to-wit:

BEGINNING at a stake at the corner of Court Street and Court Square and running thence with said Court Square N. 17-1/2 E. 53.4 feet to F. Hahn's line and including one half of the brick wall and running thence with the center of said wall, S. 72-1/2 E. 50 feet; thence N. 17-1/2 E. 10 inches; thence with Hahn's line, S. 72-1/2 E. 50 feet to a sixteen foot alley; thence with said alley, S. 17-1/2 W. 54.2 feet to Court Street; thence with Court Street, 100 feet to the beginning corner.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, having the following metes and bounds, to-wit:

BEGINNING at a stake on Court Street and a sixteen foot alley; thence with said alley, N. 17-1/2 E. 137 feet to a stake on an alley fifteen and one-half feet wide; thence with the last mentioned alley, S. 72-1/2 E. 46 feet to a stake; thence S. 17-1/2 W. 137 feet to said Court Street; thence with said Street, N. 72-1/2 W. 46 feet to the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deeds from the heirs of the Charles McAlister Estate recorded in the RMC Office for Greenville County of even date herewith.

THE mailing address of the Mortgagees herein is: c/o Apperson-Quinn Colonial Company, 1201 East Washington Street, Greenville, S. C. 29601

TO HAVE AND TO HOLD unto Mortgagee and Mortgagee'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 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".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Mortgagor

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