

FILED
GREENVILLE S.C.

REAL ESTATE MORTGAGE

State of South Carolina,

Mortgagee's Address 1041 888

County of GREENVILLE

P. O. Box 1449
Greenville, S.C. 29602

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said New South Development 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 Nine Hundred Fifty-Five Thousand and No/100 Dollars (\$955,000.00), with interest thereon payable in advance from date hereof at the rate of prime + 1/2 % per annum; the principal of said note together with interest being due and payable in () Number

Quarterly interest installments as follows:
(Monthly, Quarterly, Semi annual or Annual)

Beginning on March 28, 1983, and on the same day of each March, June, September and December thereafter, the sum of interest only, with a principal payment of \$350,000 ~~XXXXXXXXXXXXXXXXXXXX~~ due on or before July 15, 1984 and the balance of said principal sum due and payable on the 30th day of April, 1986.

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 Prime + 1/2 % 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:

PARCEL A:

ALL that certain piece, parcel or tract of land, located, lying and being in the City and County of Greenville, State of South Carolina, being a portion of the property shown on plat entitled "Property of New South Development Company", dated July 21, 1976, prepared by Campbell & Clarkson Surveyors, Inc., recorded in the Greenville County R.M.C. Office in Plat Book 5-X, at Page 2 and having, according to plat entitled "Topographic Survey for New South Development Company", prepared by Enwright and Associates, Inc., dated January 14, 1977, revised September 6, 1977, the following metes and bounds, to-wit:

BEGINNING at a point on the Southern edge of the right-of-way of Pelham Road, where said right-of-way intersects with the Western edge of the right-of-way of Pointe Circle, and running thence, across Pointe Circle, S. 52-22 E., 52.05 feet to a point on the Eastern edge of the right-of-way of Point Circle; thence, continuing along the Southern edge of the right-of-way of Pelham Road, S. 81-25 E., 42.68 feet to a point; thence, S. 50-50 E., 83.1 feet to a point and S. 56-41 E., 101.4 feet to an iron pin; thence, leaving Pelham Road and running S. 04-17 W., 279.11 feet to a pin in the line of property now or formerly of Children's Medical Center, P.A.; thence, N. 85-43 W., 90.0 feet to a pin; thence, N. 75-2 W., 125.69 feet to a nail and

(continued on attached sheet)

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