

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

GREENVILLE
JAN 4 09 PM '84
JOHN W. WALKLEY
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: LYNN F. SCHWEBACH and

JERE M. WAGNER

(hereinafter referred to as Mortgagor) SEND (S) GREETING:

HAYWOOD MALL, INC., a Georgia Corporation
and BELLWETHER PROPERTIES, L.P., a New

WHEREAS, the Mortgagor is well and truly indebted unto York Limited Partnership, a joint venture
(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 Fifty-Five Associates
Thousand and No/100----- DOLLARS (\$155,000.00-----)

with interest thereon from date at the rate of 11 per centum per annum, said principal and interest to be
repaid as follows: ~~Entire principal and interest shall be due on the~~
~~earlier of December 30, 1984 or one year from the commencement~~
~~of construction on the site.~~

according to the terms and provisions of a promissory note of even date herewith which
is attached hereto and incorporated herein for all purposes by reference.

L.F.S.
J.M.W.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as
may be advanced or readvanced 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 Mort-
gagee 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 be-
fore the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bar-
gained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its
heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon,
or hereafter constructed thereon:

ALL that piece, parcel or lot of land lying and being in the City
and County of Greenville, State of South Carolina and being shown
as 0.852 acres on a survey for Lynn F. Schwebach prepared by W.
R. Williams, Jr., R.L.S., dated December 22, 1983, being recorded
in the RMC office for Greenville County in Plat Book _____ Page
_____, and having according to said survey the following metes
and bounds to-wit:

BEGINNING at an iron pin at the southeastern intersection of Webb
Road and Woods Crossing Road and running thence along the
southern side of Woods Crossing Road N 75-10 E 34.6 feet to an
iron pin; thence N 68-46 E 101.58 feet to an iron pin; thence N
64-29 E 23.1 feet to an iron pin; thence turning and running
along property now or formerly of Belk-Simpson Company, S 25-53 E
199.88 feet to an iron nail; thence S 70-23 W 200.0 feet to an
iron nail on the east side of Webb Road; thence running along the
eastern side of Webb Road N 22-38 W 20.36 feet to an iron pin;
thence N 21-07 W 150 feet to an iron pin; thence with the
southeastern intersection of Webb Road and Woods Crossing Road, N
23-14 E 35.53 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deeds
from Haywood Mall, Inc. and Bellwether Properties, L.P., a
New York limited partnership dated December 30, 1983 and recorded
simultaneously herewith.

Mortgagees' mailing address: c/o Cousins Properties, Inc.
800 North Omni International
Atlanta, Georgia 30335

62.00

2 JA04 24
905

1 2 2 3 2 0
STATE OF SOUTH CAROLINA
DOCUMENTARY
TAX
JAN-4-84
28-11218
62.00
STATE OF SOUTH CAROLINA
DOCUMENTARY
TAX
COMMISSION

1690

2-1-83

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belong-
ing or 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 and any other equipment or fixtures now
or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto
that all such fixtures and equipment, other than the usual household furniture, be considered a part of the
real estate.