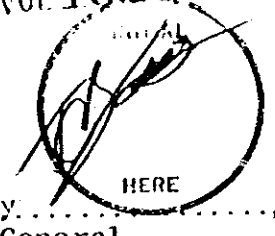


FILED
GREENVILLE CO. S. C.

MORTGAGE



THIS MORTGAGE is made this 17th day of January, 1984, between the Mortgagee, MAXWELL POINTE INVESTORS, A South Carolina General Partnership, R.M.C. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Million One Hundred Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated January 17, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 17, 1994.

To SECURE to Lender (a) the repayment of the 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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or tract of land, with all buildings and improvements now or hereafter constructed thereon, containing 8.956 acres, more or less, situate, lying and being on the northern side of Woodruff Road (S. C. Highway No. 146) and the western side of S. C. Highway No. 14, in Greenville County, South Carolina, being a portion of the Kate S. Maxwell and C. M. Maxwell Estates as shown on a plat thereof recorded in the RMC Office for Greenville County, S. C., in Plat Book 8-K, page 31, and having according to a survey of MAXWELL POINTE, made by Dalton & Neves Company, Engineers, dated June, 1983, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-Q, page 57, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Woodruff Road at the south-westernmost corner of property fronting on Woodruff Road as shown on Plat Book 8-K, page 31, and at the corner of property now or formerly owned by Mary L. Helms and Addie Jo Helms and running along the line of said property, N. 29-48 E., 519.83 feet to an iron pin; thence N. 37-41 W., 175.82 feet to an iron pin on Batesville Road; thence along the southern side of the right of way of Batesville Road, N. 46-46 E., 150 feet to an iron pin; thence along the line of other property owned by Margaret Louise M. Griffith, et al, S. 43-15 E., 264.5 feet to an iron pin; thence continuing along the line of other property of Margaret Louise M. Griffith, et al, S. 85-24 E., 463.02 feet to an iron pin on the eastern side of S. C. Highway No. 14; thence along the western side of the right of way of S. C. Highway No. 14, the following courses and distances: S. 0-03 E., 68.4 feet to a point, S. 1-35 E., 151.62 feet to a point, and S. 2-37 E., 48.5 feet to an iron pin; thence along the line of property designated as "Jim M. Maxwell" S. 87-23 W., 175.0 feet to an iron pin; thence continuing along the line of said property, S. 2-36 E., 240.54 feet to an iron pin on the northern side of Woodruff Road; thence along the northern side of Woodruff Road, the following courses and distances, N. 83-46 W., 45.56 feet to an iron pin, N. 85-16 W., 200.82 feet to an iron pin, N. 85-51 W., 165.63 feet to an iron pin, and N. 86-35 W., 335.41 feet to the point of beginning.

The above described property is the same conveyed to Maxwell Pointe Investors by deed of Margaret Louise M. Griffith, et al, dated July 21, 1983, recorded on July 22, 1983 in the RMC Office for Greenville County, S. C., in Deed Book 1192, page 826 which has the address of intersection of Woodruff Road and S. C. Highway 14, Simpsonville, S. C. 29681 (herein "Property Address");

...S. C. 29681 (herein "Property Address");
[State and Zip Code]

To HAVE AND TO HOLD unto Lender and Lender'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".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
840.00
JAN 17 1984
RECEIVED
SOUTH CAROLINA TAX COMMISSION

0.00

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