

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
S.C.  
MORTGAGE  
OF  
REAL PROPERTY  
JUN 18 1984  
R.H.C.

THIS MORTGAGE, executed the ...3rd..... day of .....February....., 1984..... by  
..MORRIS CONSTRUCTION COMPANY..... (hereinafter referred to as "Mortgagor")  
to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is ....  
..P.O. Box 2568, Greenville, S.C., 29602.....

**WITNESSETH:**

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated February 3, 1984....., to Mortgagee for the principal amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00)..... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or tract of land situate, lying and being on the terminus of Thousand Oaks Boulevard, and on the western side of the Golden Strip Freeway, in the County of Greenville, State of South Carolina, containing 7.74 acres, and being shown and designated on a plat entitled "Survey for Morris Construction Co.", dated September 24, 1982, and recorded in the RMC Office for Greenville County in Plat Book 9-A, at Page 77, reference to which is craved for a more complete description thereof.

**LESS, HOWEVER:**

ALL that certain piece, parcel or tract of land, located, lying and being in the County of Greenville, State of South Carolina, containing 2.23 acres, more or less, as shown on survey entitled, "Compiled Plat of Golden Oaks I" dated November 14, 1983, prepared by Jerry M. Plumblee, Inc., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the southern edge of the right of way of Thousand Oaks Boulevard, at the joint front corner of the within tract and a tract of land belonging now or formerly to Frito Lay, Inc. and running thence with the southern edge of the right of way of Thousand Oaks Boulevard, S. 88-50 E., 184.9 feet to a point; thence, with the curve of the cul-de-sac of Thousand Oaks Boulevard, the chord of which is S. 44-36 E., 43.4 feet to a point in the line of property of Morris Construction Company; thence S. 1-42 W., 425.3 feet to a point; thence N. 88-18 W., 183.1 feet to a point in the line of property now or formerly of Smith; thence N. 46-30 W., 44.4 feet to an old iron pin in the line of property now or formerly of Frito Lay, Inc.; thence N. 1-42 E., 423.9 feet to a new iron pin on the southern edge of the right of way of Thousand Oaks Boulevard, the point and place of beginning.

This is a portion of the same property conveyed to Morris Construction Company by deed of Richard K. Heusel as recorded in the R.M.C. Office for Greenville County in Deed Book 1175, at Page 516 on October 11, 1982.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted