

State of South Carolina)

County of GREENVILLE)

Mortgage

10002 PAGE 17

Words Used In This Document S. C.

- (A) **Mortgage**—This document, which is dated May 10, 19 84, will be called the "Mortgage".
- (B) **Mortgagor**—Terra Development Corporation will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) **Lender**—The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.
- Lender's address is P. O. Box 969, Greenville, S. C. 29602
- (D) **Note**—The note, note agreement, or loan agreement signed by Terra Development Corporation and dated May 10, 19 84, will be called the "Note". The Note shows that I have promised to pay Lender
- \$50,000.00 Dollars plus finance charges or interest at the rate of 14 % per year
- _____ Dollars plus a finance charge of _____ Dollars
- which I have promised to pay in full by October 10, 1984
- If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.
- (E) **Property**—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
- (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
- (C) Keep all of my other promises and agreements under the Note and/or this Mortgage.

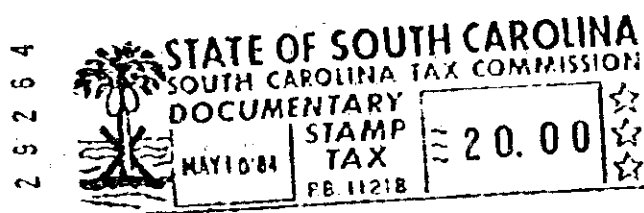
This Mortgage secures any renewals, extensions, and/or modifications of the Note.

Description Of The Property

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in Greenville County and has the following legal description:

ALL those certain pieces, parcels or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Units 7, 8, 19 and 20 on plat of property entitled Easton Townhouses, which plat was prepared by Freeland and Associates on January 11, 1982 and recorded in the RMC Office for Greenville County in Plat Book 8-P at Page 86; reference to which plat is hereby craved for a more accurate description.

This being the same property acquired by the Mortgagor by deed of F. H. Gillespie dated May 9, 1984 and to be recorded herewith.



The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
- (I) All replacements of and/or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.