

THIS MORTGAGE is made this 20th day of August 1984, between the Mortgagor, Palmetto Real Estate Trust (herein "Borrower"), and the Mortgagee HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Sixty Five Thousand & no/100 (\$165,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 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 October 1, 1999

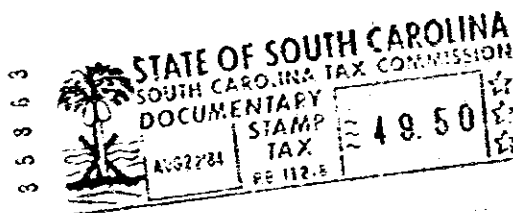
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land, with improvements thereon, in Greenville County, State of South Carolina, containing 1.65 acres in accordance with plat made for Palmetto Real Estate Trust by Carolina Surveying Co. dated September 20, 1979, recorded in the R.M.C. Office for Greenville County in Plat Book 7R, Page 19, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin at the Southeastern corner of U.S. 276 (Laurens Road) and Greenacre Road, and running thence along Laurens Road, S. 55-31 E. 225.8 feet to nail cap; thence S. 34-29 W. 300 feet to nail cap; thence N. 55-31 W. 219.3 feet to iron pin; thence N. 11-59 W. 21.75 feet to iron pin; thence N. 31-32-40 E. 245 feet to iron pin; thence N. 62-57 E. 45.9 feet to iron pin, being the point of beginning.

This being the same property as conveyed to Mortgagor by deed of Bankers Trust, Trustee Under Will of J. A. McMahan, et al recorded in the R.M.C. Office for Greenville County in Deed Book 1112, Page 920, on October 3, 1979.

This constitutes a second mortgage over the above described property and the first mortgage is held by Heritage Federal Savings and Loan Association dated October 2, 1979, recorded in Mtg. Book 1483, Page 129 in the original amount of \$355,000.00.



0010
0002
0004
0007
0009

which has the address of Pleasantburg Shopping Center Greenville, South Carolina (herein "Property Address");

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 seized 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.

RECORDED

2325-172