

State of South Carolina

1585-890

Mortgage of Real Estate

County of Greenville

GREENVILLE, S.C.

THIS MORTGAGE is dated Oct 15 October 15, 1984

THE "MORTGAGOR" referred to in this Mortgage is Peace-Hagood Associates, A South Carolina General Partnership

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is P. O. Box 608, Greenville, S. C. 29602

THE "NOTE" is a note from Peace Hagood Associates to Mortgagee in the amount of \$ 65,000.00, dated October 15, 1984. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is October 15, 1985. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$ 65,000.00, plus interest, attorneys' fees, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being more particularly described according to survey made for Peace-Hagood Associates, on November 11, 1983, by Carolina Surveying Co., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-G, at Page 87, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the East side of Augusta Street, at the intersection of the Northern side of McKay Street with the Eastern side of Augusta Street, and running thence with the Eastern side of Augusta Street, N. 21-25 W. 117.1 feet to an iron pin; thence turning and running, N. 81-36 E. 114.2 feet to a point; thence S. 13-05 E. 127.6 feet to a point; thence along McKay Street, S. 89-10 W. 100.0 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Spartan Petroleum Company, Inc., dated January 16, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1204, at Page 623, on January 18, 1984.

ALSO: ALL that certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and being more particularly described according to survey made for Peace-Hagood Associates, dated November 11, 1983, prepared by Carolina Surveying Co., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 10-G, at Page 87, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of McKay Street, approximately 100.0 feet east of the intersection of McKay Street and Augusta Street, and running thence with old lot line, N. 13-05 W. 127.6 feet to an iron pin; thence turning and running, N. 81-36 E. 79.9 feet to an iron pin; thence N. 11-19 W. 100.0 feet to an iron pin; thence N. 80-39 E. 20.0 feet to an iron pin; thence S. 11-18 E. 240.5 feet to an iron pin; thence along McKay Street, S. 89-10 W. 96.5 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Earl C. Hines, dated December 30, 1983, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1204, at Page 617, on January 18, 1984; deed of Cora Brundage (same as Cora H. Brundage), dated January 2, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1204, at Page 620, on January 18, 1984; and deed of Terry Hines, dated December 21, 1983, recorded in the RMC Office for Greenville County, S. C. (Continued below)

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); in Deed Book 1204, at Page 625, on January 18, 1984.

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