

State of South Carolina

FILED  
GREENVILLE  
Mortgage of Real Estate

County of GREENVILLE

Nov 26 1 24 PM '84

DONNIE S. TARKERSLEY

THIS MORTGAGE is dated November 26, 19 84.

THE "MORTGAGOR" referred to in this Mortgage is Baby Superstores, Inc.

THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is \_\_\_\_\_

THE "NOTE" is a note from Baby Superstores, Inc.

to Mortgagee in the amount of \$ 100,000 dated November 8, 19 84. 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 May 7, 19 85. 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 \$ 100,000, 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 tract of land, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as containing 5.81 acres, more or less, according to a survey prepared by C.O. Riddle, dated 5/12/81; said plat being recorded in the RMC Office for Greenville County in Plat Book 82, at page 60, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin, joint corner with property now or formerly of Kelly and W. Georgia Road and running thence with the common line of Kelly property, S. 20-46-30 E., 125.54 feet to a nail and cap; thence S. 33-34 E., 106.2 feet to a nail and cap; thence S. 45-20-30 E., 79.95 feet to a nail and cap; joint corner with property now or formerly of Porter; thence turning and running S. 86-30 W., 43.84 feet to an old iron pin; thence turning and running S. 19-17 E., 46.1 feet to an old iron pin; thence turning and running S. 39-45-18 E., 634.94 feet to an old iron pin, joint corner with property now or formerly of Palmetto Green Houses, Inc.; thence turning and running S. 18-14 W., 152.65 feet to creek (passing over an iron pin 25 feet from creek); thence turning and running with creek, the traverse of which is N. 48-45 W., 905.2 feet to a point; thence continuing with said creek, N. 42-27 W., 167.9 feet to a point; thence continuing with said creek, N. 13-17 W., 94.8 feet to an iron pin; thence turning and running with the common line of property now or formerly of Garrett, N. 66-58 E., 326.88 feet to an old iron pin on W. Georgia Road; thence with W. Georgia Road N. 89-01 E., 25 feet to an old iron pin, the point of beginning.

TOGETHER WITH a non-exclusive easement over and along that thirty-foot (30) easement as shown on each of the plats referred to hereinabove. This easement is given for the purpose of ingress to and egress from the premises herein conveyed and is appurtenant to the premises of the Grantee herein, his successors and assigns, forever.

THE within conveyance is subject to the obligations for maintenance and repair of the thirty-foot (30) easement referred to hereinabove, more fully set forth in that Easement Agreement between Milford Kelly and Jack R. Porter, et al., dated January 5, 1978, and recorded in the RMC Office for Greenville County in Deed Book 1072, at page 919. The obligations of the Grantee herein for such maintenance and repair shall be based upon a ratio of the acreage of the property herein conveyed to eleven acres, the total acreage covered by the terms of said agreement.

THIS conveyance is made subject to any restrictions, right-of-ways or easements that may appear of record on the recorded plat(s) or on the premises, including but not limited to the provisions of the Easement Agreement recorded in Deed Book 1072, at page 919.

This is the same property conveyed to Mortgagor by deed of W.J. Greer dated 11-26-84, 1984, recorded in Volume 227 Page 115 on 11-26, 1984.

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):

NOV 26 1984 1168

4 001

0179

4328-11-21