

R84-108
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE CO. S.C.

Nov 27 2 48 PM '84

2190 Plaster Road, N.E.
Atlanta, Georgia 30345
MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, EAST NORTH STREET ASSOCIATES, INC., a Georgia general partnership having
Gerald A. Blonder and David Berkman as its sole general partners
(hereinafter referred to as Mortgagor) is well and truly indebted unto

IRENE C. MILLER, ANNIE C. COX, WILSON CUNNINGHAM AND TAYLOR CUNNINGHAM

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

THREE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED

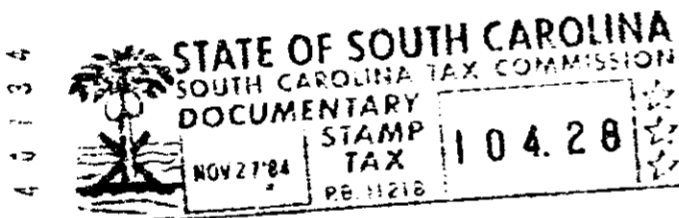
EIGHTY AND NO/100----- Dollars (\$ 347,580.00) due and payable
in four (4) consecutive annual installments in the amount of Eighty Six Thousand Eight
Hundred Ninety Five and no/100-- (\$86,895.00) Dollars, principal, ~~plus interest on~~
~~hereinafter recited.~~ Said ~~payments~~ ^{payments} to commence on the first anniversary of this mortgage and
within reference note, and continue on each successive anniversary until the principal plus
all accrued interest be paid in full which in any event shall be on or before November 21, 1988.
with interest thereon from ~~DATE~~ at the rate of ~~TEN~~ (10%) per centum per annum, to be paid:
~~monthly on each anniversary date of the note with payment of principal payment thereon~~
monthly, in arrears, commencing on January 1, 1985, and continuing until paid.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for
the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and
of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account
by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the
Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold
and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being
in the State of South Carolina, County of GREENVILLE, being more particularly described on
"Exhibit A" attached hereto and by reference made a part hereof.

This being the same property conveyed to Mortgagor herein by deed of Mortgagees and
Eugenia C. Garrett, dated November 21, 1984, and recorded in the R.M.C. Office
for Greenville County in Deed Book 1227 at Page 256, of even date herewith, and
is conveyed subject to the same matters set forth in said deed.



The Mortgagees agree to release the subject property upon suitable substitution
of collateral within a period of 30 days following written notice by Mortgagor
of a request for substitutional collateral. The substituted collateral shall be
in an amount which shall equal the unpaid balance due on the Note which this
Mortgage secures. The Mortgagees herein agree to pay any fees and costs, if
any, of the administration of the substituted collateral. The rate of interest
on the Note shall be adjusted to be the rate of interest applicable to the
substitute collateral. If the Mortgagees fail to agree on and accept such
substituted collateral within said 30-day period, Mortgagor shall have the right
to immediately pay in full the indebtedness evidenced by the Note without premium
or penalty and receive an immediate release of the property subject hereto.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting
fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures
and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right
and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except
as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee
forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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