

*Ruby Datta*  
*Witness*

By: *C. E. Runion*  
C. E. Runion, Sole General Partner

PAID IN FULL AND CANCELLED THIS 15TH DAY OF FEBRUARY, 1983.

Runion-Williams, a South Carolina General Partnership

REC'D FEB 17 1983  
OFFICE OF THE CLERK OF THE COURT  
GREENVILLE COUNTY SOUTH CAROLINA  
DOCUMENTARY TAX STAMP  
\$60.00

FILED  
GREENVILLE CO. S.C.  
FEB 11 12 PM '83  
JOHN S. TANKERSLEY  
R.H.C.

BOOK 79 1125  
PAGE 1551 172

*Account of Bankruptcy*  
*W.M.C.*

29510 SECOND MORTGAGE OF REAL ESTATE

"Paid in full and cancelled this 15th day of February, 1983."

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

Runion-Williams, a South Carolina limited partnership

BY C. E. Runion (SEAL)  
sole general partner

WITNESS

TO ALL WHOM THESE PRESENTS MAY CONCERN: BENT OAK ASSOCIATES, a South Carolina limited partnership hereinafter referred to as "Mortgagor," SENDS GREETINGS:

WHEREAS, the said Mortgagor is well and duly indebted unto RUNION-WILLIAMS, a South Carolina limited partnership, hereinafter referred to as "Mortgagee," as evidenced by a certain Nonrecourse Second Mortgage Promissory Note of even date herewith, the terms of which are incorporated herein by reference in the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00) (hereinafter referred to as the "Note") with interest to be repaid as set forth in the Note; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of such further sums for which the Mortgagor may become indebted to the Mortgagee at any time for advances made to or for Mortgagor's account by the Mortgagee for taxes, insurance premiums, public assessments and necessary repairs, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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 hereby grant, bargain, sell, and release unto the Mortgagee, its successors and assigns forever, the property described on Exhibit "A" attached hereto and made a part hereof by this reference.

TOGETHER with all buildings, structures, and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and

TOGETHER with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Mortgagor of, in, and to the same and of, in, and to every part and parcel thereof; and

9.00  
STAMP