MORTGAGE OF REAL ESTATE BY A CORPORATION

Offices of Kendrick, Stephenson & Johnst Charles Co. S. C.

DEC 13 12 32 PH '73

DONNIE S. TANKERSLEY

R.M.C.

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

MCALISTER DEVELOPMENT COMPANY

(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, McALISTER DEVELOPMENT COMPANY, a Limited Partnership, whose General Partner is THE McALISTER CORP.,

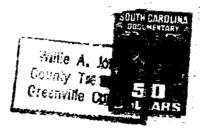
a corporation chartered under the laws of the State of South Carolina

, is well and truly indebted

to the mortgagee SOUTHERN BANK AND TRUST COMPANY, Greenville, South Carolina

in the full and just sum of One Hundred Twenty-Five Thousand and No/100 ---(\$125,000.00) -----

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable on June 30, 1974, with the right to anticipate all or any part of the unpaid principal balance at any time prior to maturity



with interest from date

, at the rate of eleven (11%) -

percentum until paid; interest to be computed and paid on maturity

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said SOUTHERN BANK AND TRUST COMPANY, Greenville, S. C., its successors and assigns:

All that certain piece, parcel or tract of land lying and being on the southeasterly side of South Pleasantburg Drive in the City of Greenville, County of Greenville, State of South Carolina, being designated as Tract "B", containing 8.28 acres on the plat of the property of McAlister Development Co. made by Enwright Associates, Engineers, dated November 21, 1972, Revised October 25, 1973, a copy of said revised plat being recorded in the RMC Office for Greenville County, S. C., in Plat Book 5B, page 35, and being more particularly described from said plat as follows:

BEGINNING at an iron pin on the southeasterly edge of South Pleasantburg Drive, said pin being the joint front corner of the property herein described with property belonging to Southern Bank and Trust Company and being located 1,513.18 feet southwest of the southerly corner of the intersection of South Pleasantburg Drive and East Antrim Drive, and running