



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

T P S Enterprises, a general partnership

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Eighty Six Thousand Two Hundred Fifty and 00/100 (\$ 86,250.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Nine Hundred and 66/100 (\$ 900.66) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 15 years after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, located in Chick Springs Township, in the town of Taylors, located on the south side of Southern Railway right-of-way as is more fully shown on a survey for Cha-Tay Supply, Inc., prepared February 13, 1973 by Carolina Engineering & Surveying and containing 2.4 acres, and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southern side of the right-of-way of Southern Railway on the western side of Edwards Street and running thence with the western side of Edwards Street, S. 5-17 E. 412.7 feet to an iron pin; running thence N. 85-56 W. 251.8 feet to an old iron pin; running thence N. 3-44 W. 335.5 feet to an old iron pin on the southern side of said railroad right-of-way; running thence with the southern side of said right-of-way, N. 79-15 E. 316 feet to the point of beginning; together will all that right title and claim to that portion of said right-of-way of Southern Railway lying between the above described property and the tracks of the Southern Railway, said strip having been conveyed to Southern Railway Company for railway purposes.

This being the same property conveyed to the mortgagor by J. T. Langston by deed recorded April 26, 1973 in the R.M.C. Office for Greenville County in Deed Volume 973, at Page 282.

Notary Public Seal for Greenville County, South Carolina, dated 34.

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