

Post Office Box 1449, Greenville, S.C. 29602

REAL ESTATE MORTGAGE

State of South Carolina,

County of GREENVILLE

FILED
REC'D S.C.

DEC 29 AM '82

JOHN W. HENKERSLEY
R.M.C.

BOOK 1537 PAGE 899

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said COURT SQUARE ASSOCIATES, A S.C. GENERAL PARTNERSHIP hereinafter called Mortgagor, in and by _____ that _____ certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of Thirty-Five Thousand Six Hundred and No/100----- Dollars (\$ 35,600.00), with interest thereon payable in advance from date hereof at the rate of 11 % per annum; the principal of said note together with interest being due and payable in (60) monthly _____

(Monthly, Quarterly, Semi-annual or Annual)

_____ installments as follows:
Beginning on January 1, 1983, and on the same day of each monthly _____ period thereafter, the sum of Seven Hundred Seventy-Four and 04/100----- Dollars (\$ 774.04) and the balance of said principal sum due and payable on the 1st day of December, 1987.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of _____ % per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

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 the 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 said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

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, City of Greenville, on the Eastern side of South Main Street, in the block bounded by South Main Street, East McBee Avenue, and East Court Street, and having the following metes and bounds, according to a plat made by Dalton and Neves, Surveyors, November, 1956, recorded in the Office of the R.M.C. for Greenville County in Plat Book FF at Page 515, to-wit:

BEGINNING at a point on the Eastern side of South Main Street, in the center of a 17 inch brick wall, joint front corner of property of M. S. Merritt, and running thence along the property of M. S. Merritt through the center of a 17 inch brick wall S. 72-30 E. 152.5 feet to a point on the Western side of a 16 foot alley, joint rear corner of M. S. Merritt property; thence along the Western side of said alley S. 17-30 W. 26.5 feet to a point on the Western side of said alley in the center of a 17 inch brick wall and at the joint rear corner of property of Carpenter Brothers Drug Company; thence along line of property of Carpenter Brothers Drug Company N. 72-30 W. 152.5 feet (a portion of which distance runs through the center of a 17 inch brick wall), to a point on the Eastern side of South Main Street, joint front corner of property of Carpenter Brothers Drug Company; thence along the Eastern side of South Main Street N. 17-30 E. 26.5 feet to the point of beginning. Also, said property is shown on a plat entitled "Survey for A. Courtney Shives, Jr." prepared by Freeland & Associates dated November 17, 1982.

COCH