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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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OONNEE S. C. PURCHASE MONEY MORTGAGE

R.H.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

LIBERTY PROPERTIES, INC. (herein called Mortgagor) SEND GREETING:

WHEREAS, the said Mortgagor LIBERTY PROPERTIES, INC.in and by a certain Promissory Note in writing, of even date with these presents is well and truly indebted to the LIBERTY LIFE INSURANCE COMPANY, a corporation chartered under the laws of the State of South Carolina, in the full and just sum of Sixteen Million Seven Hundred Thousand and No/100ths (\$16,700,000.00) DOLLARS, to be paid at its Home Office in Greenville, S. C., as follows:

The first payment of One Hundred Ninety-One Thousand Two Hundred Eighty-Four and 25/100ths (\$191,284.25) Dollars shall be due September 1, 1984. A like payment shall be due on the first day of each subsequent month until the note has been fully paid.

All installments or principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of thirteen and one-half (13½%) per centum per annum.

And if at any time any portion or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said Note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this Mortgage; and if 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 and Mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the Mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these 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 Mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said LIBERTY LIFE INSURANCE COMPANY according to the terms of the said Note, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said LIBERTY LIFE INSURANCE COMPANY, and its successors and assigns:

All that certain piece, parcel or tract of land situate, lying and being on the Southeastern side of the right-of-way for Wade Hampton Boulevard (U.S. Highway 29), County of Greenville, State of South Carolina, containing approximately 16.291 acres, as more particular shown on that certain plat

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