

THE PALMETTO BANK

Mortgage of Real Estate

State of South Carolina
County of

FILED

1580 000

THIS MORTGAGE is dated GREENVILLE, S.C. November 21, 19 84

THE "MORTGAGOR" referred to in this Mortgage is 109 ASSOCIATES, a South Carolina General Partnership
whose address is 299 McDaniel Avenue, Greenville, S. C. 29601
Donnie S. Talkersley
R.M.C.

THE "MORTGAGEE" is THE PALMETTO BANK
whose address is P. O. Box 234, Greenville, S. C. 29602

THE "NOTE" is a note from 109 Associates, a South Carolina General Partnership to Mortgagee in the amount of \$28,000.00, dated November 21, 1984. The Note and any documents renewing, extending or modifying it and any notes evidencing future advances are all referred to as the "Note" and are considered to be a part of this Mortgage. The final maturity of the Note is November 21, 1985. The amount of debt secured by this Mortgage, including the outstanding amount of the Note and all Future Advances under paragraph 13 below, shall at no time exceed \$28,000.00, plus interest, attorneys' fees not to exceed fifteen (15%) per cent of the unpaid debt, and court costs incurred in collection of amounts due hereunder, and Expenditures by Mortgagee under paragraph 5 below. Interest under the Note will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note.

THIS MORTGAGE is given to secure to Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) any Future Advances made under paragraph 13 below; (c) Expenditures by Mortgagee under paragraph 5 below; and (d) attorneys' fees, court costs and other amounts which may be due under the Note and this Mortgage. In consideration of the above indebtedness and for other valuable consideration which Mortgagor acknowledges receiving, Mortgagor does hereby mortgage, grant and convey to Mortgagee, and the Mortgagee's heirs, successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land with all improvements thereon situate, lying and being in Greenville Township, Greenville County, State of South Carolina, and having the following courses and distances, to wit:

BEGINNING at iron pin on Main Street at the southeast corner of property now or formerly belonging to James F. Hodges and running thence with outer edge of brick wall of said owner 120 feet to iron pin on edge of 12 foot alley; thence running with edge of said alley 25 feet to iron pin; thence along a line, which is parallel with first line above mentioned, 120 feet to iron pin on Main Street; thence running with edge of Main Street, 25 feet to iron pin on edge of Main Street, the beginning corner.

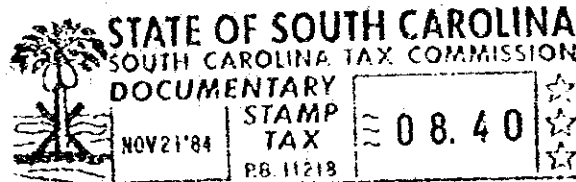
ALSO: ALL that certain strip, piece, parcel or lot of land with all improvements thereon on west side of Main Street between Coffee Street and North Street and containing 117.5 square feet, more or less, and being same piece of land conveyed by James F. Hodges to C. F. Dill May 9, 1903, recorded in RMC Office for Greenville County, in Deed Book JJJ, page 570, to which reference is craved for more complete description thereof.

ALSO: ANY right, title or interest in and to the alleyway to the rear of said lot and the party walls affecting the building situate on said property.

These being same properties conveyed to Mortgagor herein by deeds of Walter Gerald Edelman, Martin Richard Edelman, Renee Patricia Edelman and Arthur Rosenblatt and Clara Rosenblatt Edelman, as Trustees under the Trust created by the Will of Louis C. Rosenblatt, deceased, recorded simultaneously herewith.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto);

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