The First, Second and Third Tract hereinabove described being the same real property conveyed to Ingle's Markets, Inc. by V. Bliss Bailey, Unmarried, by Deed dated October 5, 1970, and recorded in Deed Book 1026, at Page 509, in the Buncombe County Public Registry.

FOURTH TRACT: BEGINNING at a stake in the Northern margin of Sand Hill School Road at the common corner of Lots 14 and 15 of a plat hereinafter referred to, and runs thence with the Western line of Lot 15, N. 36-54 E. 572.8 feet to a stake at the common corner of Lots 14 and 15, 20 and 21 of said plat; thence with the Southern line of Lot 21, N. 57-17 W. 131 feet (5) to a stake; thence S. 39-20 W. 569.6 feet to a stake in the Northern margin of Sand Hill School Road; thence with the said margin of said road, S. 53-54 E. 142.6 feet to a stake; thence S. 58-39 E. 9.5 feet to the point of BEGINNING, being the same real property conveyed to J. Hilliard Ward and wife, Ruby Ingle Ward, by Deed dated August 13, 1970, and recorded in Deed Book 1023, at Page 460, in the Buncombe County Public Registry.

FIFTH TRACT: BEGINNING at an iron in the former line of V. B. Bailey, formerly Ingle's Markets, Inc., said iron being the Southwest corner of that certain tract of land described by Deed from Maggie Jervis, Widow, to John E. Jervis and wife, Ruby P. Jervis, dated July 31, 1954, and recorded in Deed Book 747, at Page 365, in the Buncombe County Public Registry, and runs thence from said beginning point thus established and with the old Bailey line N. 21 W. approximately 165 feet to a point in the Southern margin of the right-of-way for Interstate 40, which point is designated as Point H of "New R/W Tract 2" as set forth and described in that Consent Judgment recorded in Deed Book 971, at Page 351, in the Buncombe County Public Registry; thence with the Southern margin of said right-of-way, S. 80-17 W. 298.82 feet to a point designated as Point G in the "New R/W Tract 2" aforesaid, and in the Southern line of John E. Jervis property first mentioned above; thence with said line and with the Northwest margin of Lots 25 and 27 as shown on a plat of Sand Hill Estates recorded in Plat Book 21, at Page 3, in the Buncombe County Public Registry, 275 feet, more or less, to the place of BEGINNING, containing 0.50 acres, more or less.

SIXTH TRACT: All the right, title and interest of the Grantor in and to all that certain tract of land shown on the Plat of Survey of the "Property of Ingle's Markets, Inc." prepared by Hugh Creasman, Surveyor, on July 29, 1974, (revised December 8, 1974) and recorded in the Buncombe County Public Registry, reference to which is hereby made for a more particular description of said premises.

SEVENTH TRACT: All that certain tract of land situated in Paris Mountain Township, County of Greenville, State of South Carolina, being essentially triangular in shape and bounded on the North and West by Crestwood Drive, the property of Buxton Community Club, and Buxton Subdivision, and bounded on the East and South by the property of the Diran Corporation and Floyd, and being all that property shown on that plat of survey entitled "Property of Ton S. Bruce" prepared by W. R. Williams, Jr., Engineer and Surveyor, dated May 22, 1975, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5L, at Page 50.

RESERVING AND EXCEPTING from the lien of this Mortgage all that certain tract of land containing one (1) acre and immediately adjoining the property of Buxton Community Club.

UNICHERALISME CONTRACTOR DESCRIPTION DE LA CONTRACTOR DE

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said

The Northwestern Bank of Asheville, North Carolina, its successors

1880@and Assigns forever.

Heirs, Executors and Administrators to warrant And we do hereby bind ourselves, our and forever defend all and singular the said premises unto the said mortgagee, its successors and Assigns, from and against us, our Heirs, Executors, Administrators and Assigns, and every person whomsoever lawfully claiming, or to claim the same or any part thereof.

And we , the said mortgagor s, agree to insure the house and buildings on said land for not less than company or companies which shall be acceptable to the mortgagee, and keep the same insured from loss or damage by fire, with extended coverage, during the continuation of this mortgage, and make loss under the policy or policies of insurance payable to the mortgagee, and that in the event shall at any time fail to do so, then the said mortgagee may cause the same to be insured as above provided and be reimbursed for the premium and expense of such insurance under this mortgage. Upon failure of the mortgagor to pay any insurance premium or any taxes or other public assessment, or any part thereof, the mortgagee may, at his option, declare the full amount of this mortgage due and payable.

PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these the said mortgagor..., do and shall well and truly pay, or cause to be paid unto the said presents, that if mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note , then this deed of bargain and sale shall cease, determine, and be utterly null and void; otherwise to remain in full force and virtue.