DATENVILLE CLESS.

State of South Carolina,

County of **GREENVILLE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:

MULBERRY CORPORATION, A SOUTH CAROLINA CORPORATION SEND GREETINGS:

WHEREAS, <u>Ye</u> the said <u>Mulberry Corporation</u>
hereinafter called Mortgagor, in and by <u>our</u> 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 <u>Five Hundred One Thousand and OO/100</u> Dollars (\$ 501,000.00_), with interest thereon payable in advance from date hereof at the rate of 9½ * % per annum; the principal of said note together with interest being due and payable in (120_) one hundred twenty installments as follows:

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 9½ %* 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 piece, parcel or lot of land lying on Buncombe Street and Echols Street in the City and County of Greenville and having, according to a plat entitled "Survey for The Mulberry Corp.", made by Piedmont Engineers & Architects, July 22, 1968, the following metes and bounds to-wit:

BEGINNING at an X in concrete in the Northwest corner of the intersection of Buncombe Street with Echols Street and running thence with the Northwesterly side of Echols Street S. 52-51 W. 122.50 feet to an iron pin; thence N. 37-57 W. 105.10 feet to an iron pin; thence N. 52-51 E.124.65 feet to an iron pin in the Westernly side of Buncombe Street; thence with the Westernly side of said street S. 36-49 E. 105.08 feet to an X in concrete, the point of beginning; being bounded on two sides by Buncombe Street and Echols Street and on the other two sides by property of the Mortgagor; being all of that land conveyed to the Mortgagor by the deed of James B. Bishop recorded in Deed Book 670, at Page 19, all of the first lot of land conveyed to the Mortgagor by the deed of A. M. Taylor recorded in Deed Book 682, at Page 23, and a small portion, on its Easterly side of the second lot in the latter conveyance.

ALSO: All that piece, parcel or lot of land situate, lying and being * continued and explained on Page 4

100-111-Fest Estate Wortgage (Continued on Page 2)

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