FIRST MORTGAGE ON REAL ESTATE

CONNIES. TARKED CO. S. C.

STATE OF SOUTH CAROLINA CARS

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

PLEASANTBURG SHOPPING CENTER, INC.

(hereinaster referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto LAURENS FEDERAL SAVINGS AND LOAN ASSOCIATION, LAURENS, S. C. (hereinafter referred to as Mortgagee), as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

FOUR HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 -----DOLLARS (\$485,000.00), with interest thereon from date at the rate provided for in said note, said principal and interest to be repaid as therein stated, except that the final payment of principal and interest shall be due on

May, 1991 an

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Doliars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"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 at the intersection of Laurens Road (U.S. #276) and South Pleasantburg Drive (S.C. #291), and being more fully described in accordance with plat made for Pleasantburg Shopping Center, Inc. dated April 21, 1976 by J. L. Montgomery III, R.L.S., to-wit:

BEGINNING at an iron pin at the intersection of Laurens Road and Shoppers Drive and running thence along Shoppers Drive S. 34-29 W. 300 feet to point; thence N. 55-31 W. 238.7 feet to point; thence N. 34-29 E. 300 feet to point; thence S. 55-31 E. 238.7 feet to point, being the point of beginning.

ALSO: Beginning at the intersection of Liberty Lane and Shoppers Drive and running thence along Shoppers Drive N. 34-29 E. 184.5 feet to point; thence S. 55-31 E. 65 feet to point; thence S. 34-29 W. 193.4 feet to point on Liberty Lane; thence along Liberty Lane N. 46-44 W. 65.6 feet to a point, being the point of beginning.

ALSO: Beginning at the intersection of Greenacre Road and Liberty Lane, and running thence along the Southern side of Liberty Lane S. 55-31 E. 465.3 feet to point; thence indent Southwestward 6.8 feet; thence S. 55-31 E. 76 feet; thence project Northeast 6.8 feet; thence S. 45-11 E. 89 feet to point; thence S. 35-12 E. 45.3 feet to point; thence S. 31-46 E. 178.6 feet to point; thence S. 13-39 E. 18.9 feet to point; thence S. 14-26 W. 23.3 feet to point, running along S. Pleasantburg Dr. and continuing S. 21-32 W. 162.7 feet to point; thence N. 56-11 W. 496.45 feet, more or less, to point; thence S. 34-34 W. 210.15 feet to point; thence North to point on Northern side of West Antrim Drive; thence along Antrim Drive N. 56-03 W. 255.1/to point; thence N. 56-03 W. 15.1 feet to point; thence N. 49-02 W. 68.7 feet to point; thence N. 2-50 E. 72.7 feet to point on Greenacre Road; thence along Eastern side of Greenacre Road N. 30-18 E. 143.4 feet to point; thence N. 31-30 E. 300.38 feet to point, being point of beginning.

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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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