STATE OF SOUTH CAROLINA)

MORTGAGE

COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

C. W. I. PARTNERSHIP

(hereinafter referred to as Mortgagor), SEND GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST PIEDMONT MORTGAGE COMPANY, INC., (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 ***** Five Hundred and Fifty Thousand***** Dollars (\$550,000.00) with interest thereon from date until paid at the rate of nine and three-fourths (9 3/4%) per cent per annum, said principal and interest to be repaid as follows:

The entire outstanding principal balance and all accrued and unpaid interest at the rate of nine and three-fourths (9 3/4%) per cent per annum shall be due and payable in three hundred (300) installments of Four Thousand Nine Hundred One and 26/100----- (\$4,901.26) each, beginning July 1, 1976 and on the first day of each month thereafter until June 1, 2001) when the balance of principal then remaining with interest shall be due and payable. Each installment is to be applied first to the payment of interest and then to the reduction of principal. Prepayment privilege is in accordance with the terms of the note of even date herewith.

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

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 (\$3.00) Dollars 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

All that certain piece, parcel or tract of land containing 4.10 acres, more or less, situate, lying and being near the northeastern corner of the intersection of New Georgia Road and Boyd Street, in the City of Simpsonville, County of Greenville, State of South Carolina, being shown and designated on plat entitled, "Property of C.W.I., A Partnership", dated June 22, 1976, prepared by John A. Simmons, Registered Surveyor, and recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Plat Book 5 & at Page 44, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin in the center of Boyd Street at the joint front corner of the premises herein described and property now or formerly of Simpsonville Interstate Joint Venture, the said iron pin being 241.5 feet from the intersection of the center lines of Boyd Street and New Georgia Road, and running thence with the center line of Boyd Street the following courses and distances: N. 5-22 W. 130.60 feet to an iron pin; N. 11-06 W. 70.00 feet to an iron pin at the joint front corner of the premises herein described and property now or formerly of Simpsonville Interstate Joint Venture; thence with the line of property now or formerly of Simpsonville Interstate Joint Venture, N. 78-54 E. 525.00 feet to an iron pin; thence continuing with the line of property now or formerly of Simpsonville Interstate Joint Venture, S. 11-06 E. 511.19 feet to an iron pin on the northern side of the right of way for New Georgia Road; thence with the right of way for New Georgia Road, the following courses and distances: S. 88-32 W. 103.80 feet to an iron pin: N. 30-31 V. 163.42 feet to an iron pin in the line of property now or formerly of Simpsonville Interstate Joint Venture; thence with the line of property now or formerly of Simosonville Interstate Joint Venture, 1. 11-06 W. 234.62 feet to an iron pin; thence continuing with the line of property now or formerly of Simpsonville Interstate Joint Venture, S. 78-54 W. 278.05 feet to the point of beginning.

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V. E.