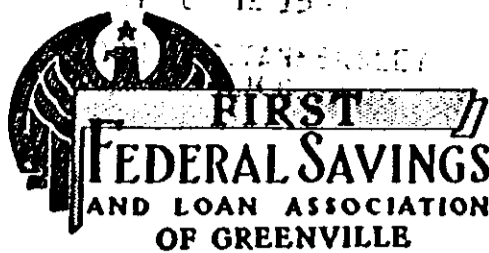


Address:
P.O. Drawer 408
Greenville, S.C.

GREENVILLE CO. S.C.

BOOK 1379 PAGE 990



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

GROUP II, A General Partnership

(hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Seventy-five Thousand and no/100 ----- (\$75,000.00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Six Hundred

Eighty-one and 53/100----- (\$ 681.53) Dollars each on the first day of each

month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 25 years after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

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

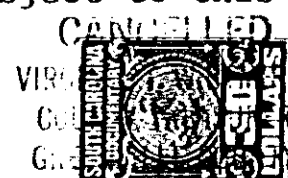
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of U. S. Highway 29, being shown as a portion of Tract "C" on plat prepared for the Middleton Group by Piedmont Engineers, Architects & Planners, dated August 18, 1976, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 57 at page 82, and according to said plat, having the following metes and bounds, to wit:

BEGINNING at a spike 393.6 feet southwest of the intersection of Wade Hampton Boulevard and East Lee Road, and running thence with an easement, S. 47-00 E. 153.4 feet to a spike; thence S. 43-00 W. 71 feet to a spike; thence N. 47-00 W. 153.4 feet to an iron pin on the southern side of Wade Hampton Boulevard; thence with Wade Hampton Boulevard, N. 43-00 E. 71 feet to a spike, the point of beginning.

ALSO: As to ~~part of~~ the above described parcels of land, an easement of ingress, egress and regress from time to time by foot or vehicular traffic over a 24 foot strip of property; said strip of land being more particularly described below. Said easement is for the mutual benefit of all property now or formerly owned by The Middleton Group, and is perpetual, non exclusive appendant, appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of the conveyed premises and the other property of the grantor which abuts said easement and shall be transmissible by deed or otherwise upon any conveyance or transfer of the above conveyed property on which said easement exists. The 24 foot strip is conveyed subject to the condition that no structure nor improvement of any kind, other than usual and normal roadway paving shall be placed thereon together with such utility uses as do not not interfere with ingress egress and regress. This easement is for the commercial development of the property affected and is to alternatively be considered an easement in gross for the commercial purposes. The property subject to this easement is described as follows:

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