FILED
GREENVILLE CO. S.C.

Mortgagee's address:
201 Trade Street, Fountain Inn,S.C. 29644

STATE OF SOUTH CAROLINA)
) MORTGAGE OF REAL ESTATE
COUNTY OF GREENVILLE)

THIS MORTGAGE is made this 9th day of May, 1977, by and between the Mortgagor, NALLEY COMMERCIAL PROPERTIES, INC., P. O. Box 728, Easley, S. C. 29640, (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, 201 Trade Street, Fountain Inn, S. C. 29644, (herein "Lender).

WHEREAS, Borrower is indebted to Lender in the principal sum of SIX HUNDRED THOUSAND & 00/100 ($600,000.00) DOLLARS, which indebtedness is evidenced by Borrower's note, the terms of which are incorporated herein by reference, of even date herewith (herein "Note"), and providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on the 1st day of May, 1997.

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 21 hereof (herein "Future Advances"), and also in consideration of the further sum of Three Dollars ($3.00) to the Borrower in hand well and truly paid by the Lender at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that certain piece, parcel or tract of land, with all improvements thereon or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in or near the City of Greenville, as shown on plat entitled "Nalley Commercial Properties" prepared by Robert R. Spearman, R.L.S., on April 26, 1977, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 5Y, Page 98, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the southwestern edge of S. C. Highway 291, joint corner with property now or formerly of Gulf Oil Company, as shown on said plat, and running thence along the southwestern edge of right-of-way of said highway, N. 50-40 W., 762.6 feet to an iron pin; thence turning and running S. 47-40 W., 111.8 feet to an iron pin; thence S. 57-19 W., 175.6 feet to an iron pin; thence S. 73-05 W., 251.6 feet to an iron pin; thence S. 72-51 W., 414.8 feet to an iron pin; thence turning and running S. 67-08 E., 765.5 feet to an iron pin in a county road; thence N. 00-15 W., 2.6 feet to an iron pin in said road; thence along said road, S. 67-45 E., 217.5 feet to an iron pin in said road; thence N. 20-45 E., 10.5 feet to an iron pin in the northern edge of said road; thence along the northern edge of said road, S. 69-00 E., 322.4 feet to an iron pin in or near the northwestern edge of Rutherford Road; thence along said road, N. 46-34 E., 176.8 feet to an iron pin; thence N. 54-40 E., 121.6 feet to an iron pin, joint corner of property now or formerly of Gulf Oil Company; thence along said property of Gulf Oil Company, N. 38-53 W., 96.5 feet to an iron pin; thence turning and running along joint line with Gulf Oil Company, N. 39-20 E., 126.6 feet to an iron pin in the southwestern edge of S. C. Highway 291, the point of beginning.

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