

FILED
GREENVILLE
MAY 11 10 20 AM '83
DONNIE S. WATSON
R.H. WATSON

MORTGAGE

THIS MORTGAGE is made this 10th day of May 1983, between the Mortgagor, HERITAGE ASSOCIATES, a Limited Partnership (herein "Borrower"), and the Mortgagee, AMERICAN SERVICE CORPORATION OF SOUTH CAROLINA, a corporation organized and existing under the laws of the State of South Carolina, whose address is Post Office Box 1268, Greenville, South Carolina 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 10, 1983 (herein "Note"), due and payable on December 10, 1983.

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"), 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 lot of land situate in the City of Greenville, Greenville County, South Carolina, located near the intersection of Broad Street and Fall Street, and having the following metes and bounds, to-wit:

BEGINNING at a point on Broad Street 50 feet from the corner of Broad Street and Fall Street, and running thence S. 70 E. 50 feet, more or less; thence N. 19 E. 75 feet; thence N. 70 W. 50 feet, more or less; thence S. 19 W. 75 feet to the point of BEGINNING.

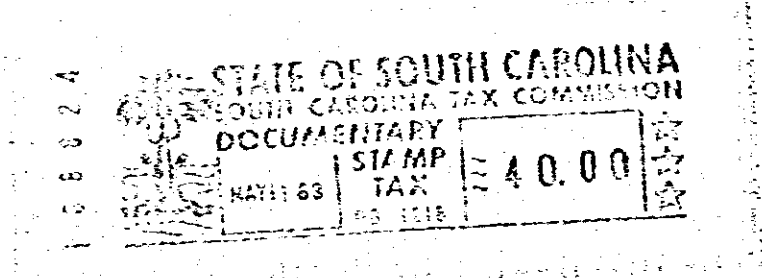
ALSO:

ALL that lot or tract of land in the City of Greenville, Greenville County, South Carolina, adjoining the above-described tract and lying at the intersection of Broad Street and Fall Street, and having the following metes and bounds, to-wit:

BEGINNING at the corner of Broad Street and Fall Street, and running thence with Broad Street 50 feet to the corner of the above-described lot (formerly Lidie Boling lot); thence in a Northerly direction with the line of the above-described lot 70 feet to property formerly owned by Cooksey; thence in a Westerly direction with the Cooksey line 50 feet to Fall Street; thence with Fall Street in a Southerly direction 70 feet to the corner of BEGINNING.

This is the identical property conveyed to the Mortgagor herein by Phoenix Square, a Limited Partnership, by deed of even date to be recorded simultaneously herewith.

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which has the address of Broad Street and Fall Street, Greenville, South Carolina 29601 (herein "Property Address");

To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

4.00CD