

State of South Carolina,

County of GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, we the said Robert T. Thompson and Elaine C. Thompson, hereinafter called Mortgagor, in and by guarantees certain Note or obligation of Thompson, Mann & Hutson even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of One Million and no/100 Dollars (\$ 1,000,000.00) with interest thereon payable in advance from date hereof at the rate of C&S Prime rate plus 1/2% per annum; the principal of said note together with interest being due and payable in (24) Number

Monthly [Monthly, Quarterly, Semiannual or Annual] installments as follows:

Beginning on December 23, 1984, and on the same day of each Monthly period thereafter, the sum of Four Hundred Sixteen Thousand Six Hundred Sixty Six Dollars (\$ 416,666.66 plus and 66/100 plus interest interest and the balance of said principal sum due and payable on the 23 day of November, 1986.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of C&S Prime rate plus 1/2% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

ALL those pieces, parcels or lots of land, located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lots Nos. 52, 53, 54 the major portion of a large unnumbered lot lying to the West of Lots 52, 53, 54 and a small triangular strip immediately to the South of Lot NO. 54, all of which is as more particularly shown on plat entitled "Greenvalley Estates, dated December 20, 1957, prepared by Piedmont Engineering Service, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at Pages 2 and 3 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the northeastern most corner of Lot No. 52 at the intersection of McElhaney Road and Foothills Road and running thence along the southern boundary of McElhaney Road (S. C. Highway No. 102) N. 60-50 E., 250.3 feet to a point; being the joint front corner of Lot No. 52 and the unnumbered tract; thence, continuing along the southern boundary of McElhaney Road S. 60-50 W., 113.5 feet to a point; thence S. 62-10 W., 100 feet to a point; thence S. 68-14 W., 100 feet to a point; thence S. 76-06 W., 100 feet to a point at the intersection of McElhaney Road and Sweetgum Drive; thence, along the eastern boundary of the right-of-way of Sweetgum Drive, S. 10-59 E., 203.2 feet to a point; thence S. 1-45 E., 143.4 feet to a point; thence, around a curve of the said road, the chord of which is S. 26-32 W. 77.1 feet to a point at the northeastern front corner of Lot No. 51; thence S. 20-41 E., 533.8

104-111-Real Estate Mortgage (CONTINUED ON SCHEDULE "A" ATTACHED)

\*Four quarterly interest payments beginning December 23, 1983 for the first year.

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