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THIS MORTCHE is made this 25th day of October, 1983, between the Mortgagor, ONE THIRTY FIVE SOUTH MAIN STREET ASSOCIATES, LTD., a Georgia Limited Partnership, (herein "Mortgagor"), and the Mortgagee, T. WALTER BRASHIER, whose address is 850 Wade Hampton Boulevard, Greenville, South Carolina 29609 (herein "Mortgagee" or "First Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$27,500.00) Dollars, which indebtedness is evidenced by Mortgagor's Note dated October 25, 1983 (herein "Note"), providing for annual installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 15, 1986;

TO SECURE to Mortgagee for the repayment of 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 Mortgagor herein contained, Mortgagor does hereby mortgage, grant and convey to Mortgagee and Mortgagee's successors and assigns the following property located in the County of GREENVILLE, State of South Carolina:

PARCEL 1:

ALL that certain piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the southern side of East Court Street, shown on a plat entitled "Property of Hudson Studios, Inc.", made by Dalton & Neves, March 1968, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Court Street and running thence with the southern side of East Court Street, S.71-39 E. 101.4 feet to an iron pin; thence S.17-42 W. 54.43 feet to the center of a 17 inch wall; thence with the center of said 17 inch wall, N.70-55 W. 101.35 feet to an iron pin; thence N.17-29 E. 53.07 feet to the beginning corner.

THIS property is subject to such rights as the adjoining landowner may have in said wall.

PARCEL 2:

ALL the right, title and interest of the Grantor in and to a certain 5-foot alley adjoining said property, which alley has the following metes and bounds:

BEGINNING at an iron pin in the center line of said alley on the southern side of East Court Street and running thence S.17-42 W. 54.43 feet to an iron pin at the center of a 17 inch wall; thence with the center line of said wall, N.70-55 W. 5 feet to a pin at the line of the property described above; thence with the line of said property, N.17-42 E. 54.43 feet to a pin on the southern side of East Court Street; thence with the southern side of East Court Street; to the beginning corner.

THIS is the same property as that conveyed to the Mortgagor herein by deed from T. Walter Brashier recorded in the RMC Office for Greenville County of even date herewith.

TO HAVE AND TO HOLD unto Mortgagee and Mortgagee'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

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