

LEATHERWOOD, WALKER, TODD & MANN

MORTGAGEE'S ADDRESS: Route 1, Saluda Lake Road, Greenville, SC 29611
MORTGAGE OF REAL ESTATE BY A CORPORATION—Offices of Leatherwood, Walker, Todd & Mann, Attorneys at Law,

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE BY A CORPORATION
TO ALL WHOM THESE PRESENTS MAY CONCERN:

MAR 26 12 23 PM '84

WHEREAS, **COMMERCIAL INVESTMENT PROPERTIES, INC.**

a corporation chartered under the laws of the State of South Carolina
(hereinafter referred to as Mortgagor) is well and truly indebted unto

HARRIETTE B. WADE

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **Three Hundred and Ten Thousand, One Hundred and Thirty**

and no/100

Dollars (\$ 310,130.00) due and payable

in 6 annual principal installments of \$50,000.00 each, plus interest commencing March 23, 1985 and continuing on the 23rd of March of each year thereafter until paid in full, all payments to be made no later than March 23, 1990

with interest thereon from date at the rate of 10% per centum per annum, to be paid: quarterly commencing June 23, 1984

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery 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, the Mortgagee's heirs, successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, lying and being on the northern

side of Lee Road and containing 36.013 acres and having, according to a plat entitled, "Property of Triple Crown Investments" by Tri-State Surveyors dated January 24, 1984, said plat being recorded in the RMC Office of Greenville County in Plat Book 10K at page 11, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwestern corner of the intersection of Bahan Street and Lee Road and running thence with Lee Road S. 73-44 W. 1,491.1 feet to an iron pin; thence still with Lee Road S. 76-17 W. 100 feet to an iron pin; thence still with Lee Road S. 81-32 W. 105.4 feet to an iron pin; thence N. 06-38 W. 148.5 feet to an iron pin; thence N. 07-31 W. 504.8 feet to an iron pin; thence N. 12-23 E. 334.39 feet to an iron pin; thence N. 87-52 E. 769.34 feet to an iron pin; thence N. 11-32 E. 477.78 feet to an iron pin; thence N. 88-52 E. 483.59 feet to an iron pin; thence S. 01-12 W. 484.12 feet to an iron pin; thence S. 87-27 E. 332.4 feet to an iron pin on the right-of-way of Bahan Street; thence with the right-of-way of Bahan Street as the line, S. 0-13 W. 494.64 feet to a point at the North-western intersection of Bahan Street and Lee Road; thence with the intersection of Bahan Street and Lee Road S. 36-58 W. 40.06 feet to an iron pin, the point of BEGINNING.

Being the same property conveyed to the Mortgagor by deed of Harriet B. Wade, said deed being dated March 23, 1984 and recorded in deed book 1208 at page 865.

Mortgagee agrees to release portions of the mortgaged premises upon the following terms and conditions: Upon request, mortgagee shall be entitled to have three acres of the mortgaged premises released. Subsequently, Mortgagor will be entitled to have the mortgaged premises released upon payment of \$12,500.00 per acre, all regular annual payments to be credited toward the release price; provided, however, that any property released will always be contiguous to property previously released and shall be released on property from the front portion of the property lying on Lee Road to the rear, the intention and understanding of the parties being that the property on Lee Road shall not be first released.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner: it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY TAX COMMISSION
DOCUMENTARY TAX STAMP
MAR 26 1984
124.08

10002

029888070

0670

7328 RV 23