

AUG 1 9 17 24 1984  
COMMERCIAL  
MORTGAGE

THIS MORTGAGE is made this 1st day of August, 1984, between the Mortgagor, Toy Street Development Company, a Limited Partnership, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seven Hundred Thousand and no/100--- (\$700,000.00) Dollars, which indebtedness is evidenced by Borrower's note/agreement dated August 1, 1984, (herein "Note"), said principal sum being payable as set forth in said note with interest at the rate set forth therein, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1985, subject to future advances or renewals.

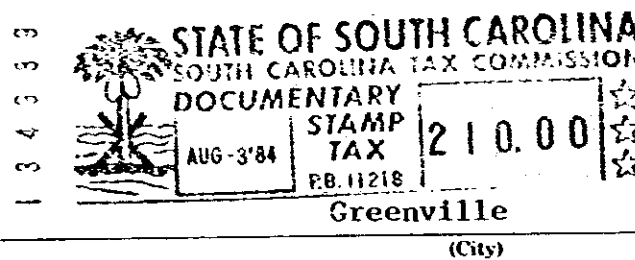
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in Greenville County, South Carolina, and being located on the eastern side of Toy Street as shown on a plat entitled "Property Survey for College Properties, Inc." dated January 2, 1982, prepared by Arbor Engineering, and recorded in Plat Book 8-V at Page 63 in the RMC Office for Greenville County, South Carolina, containing 1.53 acres more or less, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Toy Street, approximately 161 feet south of the centerline of Pettigru Street, and running thence N. 76-54 E. 250.55 feet to an iron pin; thence S. 14-59 E. 249.33 feet to an iron pin; thence S. 69-31 W. 251.47 feet to an iron pin on the eastern side of Toy Street; thence along the eastern side of Toy Street N. 15-00 W. 281.67 feet to the point of beginning.

Together with all of Mortgagor's right, title and interest in and to the alley located south of the above described property and being more fully shown on the City Tax Maps at Sheet 45, Block 1.

This is the same property conveyed to the mortgagor herein by deed of W. Tully Johnson, Inc. of even date to be recorded herewith.



which has the address of Toy Street (Street) Greenville (City), S. C. 29601 (State and Zip Code) (herein "Property Address");

CHECK IF APPLICABLE: This is a second mortgage and is subject to the lien of a first mortgage executed by \_\_\_\_\_ to \_\_\_\_\_ of record in Deed Book \_\_\_\_\_ Page \_\_\_\_\_, in the Register's Office for \_\_\_\_\_ County, South Carolina.

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, including furniture, furnishings and equipment 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 seized 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.

SCTO  
3 AU 3 84  
045  
CCTO  
CLO 10830

21328-112