

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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

BOOK 86 PAGE 793

WHEREAS, SEVEN COME ELEVEN, a general partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto LIBERTY LIFE INSURANCE COMPANY

(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

Four Hundred Forty Thousand and no/100-----Dollars (\$440,000.00 ) due and payable

as provided in said note of even date and running with a right of way of an 80 foot proposed road, S. 78-19-43 W., 57.88 feet to an iron pin; thence continuing with said proposed 80 foot road, S. 34-45-21 W., 292.31 feet to an iron pin; thence turning and running with the right of way of a proposed 60 foot road, S. 46-44 E., 499.85 feet to an iron pin on the right of way of Patewood Drive; thence turning and running with Patewood Drive, N. 44-35 E., 390 feet to the point of beginning.

This being the same property conveyed to Seven Come Eleven, a general partnership by deed of Liberty Life Insurance Company dated July 11th, 1984 and recorded July 20, 1984 in Deed Book 1217 at Page 482 in the RMC Office for Greenville County.

Mortgagee's Address: Post Office Box 789  
Greenville, S.C. 29602  
Attn: Liberty Properties

*Consolidated  
Barrick & Lankford  
1984*

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 it 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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due; and that it does hereby assign to the Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss directly to the Mortgagee, to the extent of the balance owing on the mortgage debt, whether due or not.
- (3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.

Paid in full and satisfied on this the 13th day of September, 1984.

WITNESSES:

*Mary W. Anderson 8767*  
*Thomas M. Byrd*

LIBERTY LIFE INSURANCE COMPANY

THOMAS M. BYRD  
*Thomas M. Byrd*  
Vice President

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