OLDE FO GOMERIH

BOOK 1003 PAGE 665



State of South Carolina

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

We, James P. Moore and Otis P. Moore, of Greenville County,

(hereinafter referred to as Mortgagor) SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for such proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northwestern side of Mills Avenue (also called Church Street Extension) and on the northeastern side of Owens Street, shown on a plat of the property of James P. Moore and Otis P. Moore, made by Jones Engineering Service, July 26, 1965, and having, according to said plat, the following metes and bounds:

"BEGINNING at an iron pin at the corner of the intersection of Mills Avenue and Owens Street and running thence with Owens Street, N. 44-57 W. 25.5 feet to a pin; thence still with Owens Street, N. 44-57 W. 70.7 feet to a pin; thence still with Owens Street, N. 39-55 W. 103.5 feet to a pin; thence N. 37-09 E. 134.7 feet to a pin; thence S. 51-09 E. 175.8 feet to a pin; thence S. 51-09 E. 25.5 feet to a pin on the northwestern side of Mills Avenue; thence with the northwestern side of Mills Avenue, S. 39-06 W. 164.9 feet to the beginning corner.

This property is subject to a right-of-way owned by the South Carolina Highway Department extending 25.5 feet along Mills Avenue.

This property comprises the greater part of the property known as Churchill Shopping Center and is a portion of the property conveyed to the mortgagors by deed recorded in Deed Book 509, at page 481.

It is the intention of this mortgage to include as part of the security thereof the following unrecorded leases:

- (1) a lease between Otis P. Moore and James P. Moore, lessors, and Rembrant-Moore Machinery Company, lessee, dated July, 1962, as modified by an agreement dated April 1, 1964;
- (2) a lease between James P. Moore and Otis P. Moore, lessors, and William L. Kallam and Ted S. Kallam, lessees, dated October 15, 1962;

 Revised July, 1964
 MITCHELL PRINTING ES.
 (3) a lease between James P. Moore and Otis P. Moore, lessors, and Peter D. Bylenga and Robert N. Nelson, lessees, dated June 17, 1965.

It is understood and agreed that in the absence of default on the part of the mortgagors, they (the mortgagors) shall have the right to collect the rents from these leases, but that upon any default by the mortgagors, the mortgagee shall have the right (Continued on next page)

PAID, SATISFIED AND CANCELLED First Federal Savings and Loan Association of Greenville, S. C.

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PAY OF FLE. 197/ Clie Farneworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:260'CLOCK P. NO. 18507