FILEO
REENVILLE CO'S C.
BOOK 1213 PAGE 475

P, I. C. LOAN NUMBER

5-157-124

OLLIE FARNSWORTH

State of South Carolina,

COUNTY OF GREENVILLE

THIS MORTGAGE, made the 18th

day of October 1971, between

J. E. FONTAINE & F. TOWERS RICE, PARTNERS DOING BUSINESS AS CHICK-

of the County of Greenville , State of South Carolina , hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee,

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the City

of Greenville, Greenville County, South Carolina:

situate, lying and being on the Western side of Chick Springs Road near the intersection thereof with Wade Hampton Boulevard, containing 2.53 acres, more or less, with buildings and improvements now or hereafter constructed thereon, being shown and designated as Tracts Nos. A and B on a Plat of the Property of CHICK HAMPTON CO., made by Alex A. Moss, Surveyor, dated July 31, 1971, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4L, page 67, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Western side of Chick Springs Road, said iron pin being located N. 33-13 W., 150 feet and N. 32-41 W., 24.7 feet from an iron pin at the Northwestern corner of the intersection of Wade Hampton Boulevard and Chick Springs Road, and running thence S. 66-18 W., 307.7 feet to a point in or near the center of Richland Creek (iran pin being located N. 66-18 E., 20 feet back from Richland Creek); thence with the center line of Richland Creek as the line and following the meanders thereof, the traverse line being N 15-22 W., 471.5 feet to a point in or near the center line of Richland Creek (iron pin being located S. 74-05 E., 20 feet back from Richland Creek); thence S. 74-05 E., 20 feet to an old iron pin; thence S. 74-05 E., 58.6 feet to an old iron pin; thence N. 51-23 E., 97.9 feet to an old iron pin on the Western side of Chick Springs Road; thence along the Western side of Chick Springs Road, S. 38-37 E., 137.4 feet to an old iron pin; thence continuing along the Western side of Chick Springs Road, S. 32-41 E., 312.6 feet to an iron pin, the point of beginning.

The Mortgagors covenant to maintain an asphalt or paved area within the above described property containing a minimum of 38,000 square feet of space to be utilized for parking, ingress, egress and common access areas and which total area shall contain not less than 150 marked parking spaces. Mortgagors without the prior written consent-of the Mortgagee are expressly prohibited from constructing any buildings or other structures, and from constructing any additions to existing buildings or structures within the 38,000 square feet of space hereinabove mentioned, which said building, structures or additions are not shown on a plat of survey approved by the Mortgagee.

The Mortgagors agree to keep proper records and books of account in accordance with sound accounting principles and to deliver to the Mortgagee within 90 days after the close of their fiscal year a statement of annual income and expenses for the operation of the mortgaged premises, said statement shall be certified by a Certified Public Accountant satisfactory to the Mortgagee and shall include such information as the Mortgagee may reasonably need and request to compute the other and additional interest payable under the terms

(continued on Page 4 hereof)