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First Mortgage on Real Estate
Mortgagee's address: P. O. Box 10148, Greenville, S.C. 29603
MORTGAGE

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

TRAVELERS REST PLAZA, INC., P. O. Box 516, Travelers Rest, South Carolina, 29690, hereinafter referred to as Mortgagor,

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., hereinafter referred to as Mortgagee, as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of FOUR HUNDRED EIGHTY THOUSAND & NO/100 DOLLARS (\$480,000.00), with interest thereon as provided in said promissory note(s), said principal and interest to be paid as therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable May 1,1997,

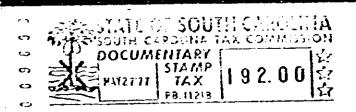
NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all the covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, 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, its successors and assigns.

ALL that certain piece, parcel or tract of land, situate, lying and being on the western side of Poinsett Highway (U.S. Highway 25) in the City of Travelers Rest, County of Greenville and State of South Carolina and being more fully shown and designated on a plat prepared by W. R. Williams, Jr., Surveyor dated January 29, 1976, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book

— at Page — , having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the western edge of said Poinsett Highway (U.S. Highway 25) running thence N. 45-23 W. 517.5 feet to an iron pin; thence N. 0-23 E. 232.1 feet to an iron pin; thence S. 89-37 E. 10.8 feet to an iron pin; thence

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