

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

JULES HEYMANN

(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 Mortgagoe) in the full and just sum of

Two hundred fifty thousand and No/100ths----- (\$250,000.00-)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments of ... Two thousand

three hundred thirty and 35/100ths--- (\$2,330.35) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable. Twenty, ears after date; and

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 the reunder 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 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 Mortgazor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgazoe to the Mortgazor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgazor in hand well and truly paid by the Mortgazoe at and before the scaling 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 Mortgazee, its successors and assigns, the following described real estate:

All that certain piece, parcel, or lot of lind, 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 northern side of White Horse Road in Gantt Township, being shown and designated as Tract B on plat of Builder Marts of America, Inc., prepared by Enwright Associates, Inc., dated July 9, 1974, recorded in Plat Book 5X at Page 96 and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the northern side of White Horse Road at the joint corner of the within described tract and the eastern edge of a railroad spur tract right-of-way and running thence along the eastern edge of said right-of-way N. 05-43-00 E. 807.4 feet to an iron pin; thence N. 01-23-00 E. 117.4 feet to an iron pin; thence N. 07-19-00 W. 117.4 feet to an iron pin; thence N. 11-40-00 W. 241.9 feet to an iron pin on the eastern side of said right-of-way at the joint corner of the within described property and property now or formerly belonging to Mike Wallace, et al; thence along the common line of said property S. 74-46-23 E. 372.91 feet to an old iron pin at the joint rear corner of Tracts A and B; thence along the common line of said tracts S. 02-04-49 W. 1,042.72 feet to an old iron pin; thence S. 02-04-49 W. 223.31 feet to an iron pin on the northern side of White Horse Road at the joint front corner of Tracts A and B; thence along the northern side of said Road N. 75-22-41 W. 350.82 feet to an iron pin, the point of beginning.

Derivation: Deed of Better Beer Company, recorded April 11, 1978 in Deed Book 1076 at Page 893.

