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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE
OF
12 57 PH 184 REAL PROPERTY

## WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated July....., 1984....., to Mortgagee for the principal amount of One Hundred Twenty-nine Thousand & No/100. (\$129,000.00 ollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or lot of land containing 16,355 square feet, situate, lying and being on the eastern side of Pointe' Circle in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of Lot 6 as shown on a plat of Pelham Pointe (revised), prepared by Enwright Associates, Engineers, dated May 29, 1974, revised March 6, 1975, and recorded in the RMC Office for Greenville County, South Carolina, in plat book 5-D at page 66, and having, according to a plat entitled "Pelham Pointe", Part Lot 6, Property of J. Rutledge Lawson & Dr. William D. Gilmore, Jr.", prepared by Freeland & Associates, dated January 18, 1979, and recorded in the RMC Office for Greenville County, South Carolina, in plat book 7-K page 14, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Pointe' Circle at the joint corner of the premises herein described and property now or formerly of My Apartment, and running thence with the line of My Apartment property N. 79-48 E. 120 feet to an iron pin; thence S. 78-06 E. 63.57 feet to an iron pin in the line of property now or formerly of Doctors of Optometry; thence with the line of said Doctors of Optometry property S. 4-11 E. 93.94 feet to an iron pin; thence S. 79-40 W. 117.66 feet to an iron pin on the Eastern side of Pointe' Circle; thence with the curve of the eastern side of Pointe' Circle, the chord of which is N. 33-48 W. 128.32 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed from Pelham Pointe OB-GYN Associates, a partnership, dated July 26, 1984, to be recorded herewith.

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TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted