STATE OF SOUTH CAROLINA ) O. Mortgage of Real Estate SED ? COUNTY OF GREENVILLE THIS MORTGAGE is dated September 2457, 1984.

THE "MORTGAGOR" referred to in this Mortgage is Stokes Partnership. THE "ADDITIONAL MORTGAGOR" referred to in this Mortgage is LDS, Inc. THE "MORTGAGEE" is BANKERS TRUST OF SOUTH CAROLINA, whose address is Post Office Box 608, Greenville, South Carolina 29602.

THE "NOTE" is a note from Mortgagor to Mortgagee in the amount of Two Hundred Thousand and No/100 (\$200,000.00) Dollars dated September 24 , 1984. THE "ADDITIONAL NOTE" is a note from Additional Mortgagor to Mortgagee in the amount of Two Hundred Fifteen Thousand and No/100 (\$215,000.00) Dollars dated September 24, 1984. The Note, the Additional Note, any documents renewing, extending or modifying the Note or the Additional Note and any notes evidencing future advances are all referred to hereinafter as the "Notes" and are considered to be a part of this Mortgage. The final maturity of the Note and the Additional Note is December 15, 1996. The amount of debt secured by this Mortgage, including the outstanding amount of the Note the outstanding amount of the Additional Note, and all Future Advances under paragraph 13 below, shall at no time exceed Four Hundred Fifteen Thousand and No/100 (\$415,000.00) Dollars, plus interest, attorneys' fees and court costs incurred in collection of amounts due hereunder and Expenditures by Mortgagee under paragraph 5 below. Interest under the Notes will be deferred, accrued or capitalized, but Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Notes.

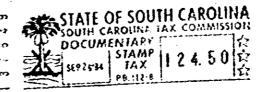
THIS MORTGAGE is given to secure the Mortgagee the repayment of the following amounts, with interest: (a) the indebtedness evidenced by the Note; (b) the indebtedness evidenced by the Additional Note; (c) any Future Advances made under paragraph 13 below; (d) Expenditures by mortgagee under paragraph 5 below; and (e) attorneys' fees, court costs and other amounts which may be due under the Notes and this Mortgage. In consideration if the above indebtedness and for other valuable consideration which Mortgagor, and Additional Mortgagor acknowledge receiving. Mortgagor and Additional Mortgagor do hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, located along the western side of Church Street and having, according to a plat entitled "Property of LDS, Inc.", prepared by Freeland and Associates, dated September 21, 1984 and recorded in the RMC Office for Greenville County in Plat Book 107 at Page 100 , the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western right-of-way of Church Street, said iron pin lying 137.0 feet south of the southwestern intersection of the rights-of-way of University Ridge and Church Street and running thence from said iron pin along the western right-of-way of Church Street S. 20-26-48 W. 152.0 feet to an iron pin; thence running along a joint line with property of L. S. Spinks N. 85-57-28 W. 210.0 feet to an iron pin; thence running along a joint line with property of L. S. Spinks N. 3-13-40 E. 145.83 feet to an iron pin; thence running along a joint line with the property of L. S. Spinks S. 85-57-28 E. 255 feet to an iron pin on the western right-of-way of Church Street, being the point of beginning.

This is the same property conveyed to LDS, Inc. by deed of L. S. Spinks, dated October 12, 1983 and recorded in the RMC Office for Greenville County on October 12, 1983 in Deed Book 1198 at Page 326. Said property is presently under lease from LDS, Inc., as Lessor, to Stokes Partnership as Lessee, and is set forth more fully in that certain Memorandum of Lease between said parties recorded in the RMC Office for Greenville County in Deed Book 1222 at Page 159.

(Description continued on next page)



12 SE26 84

1