

REGULATION NO. 22
COMPLIES WITH SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
GREENVILLE S.C. MORTGAGE OF REAL ESTATE

BOOK 1267 PAGE 647

FEB 23 11 12 AM '73
TO ALL WHOM THESE PRESENTS MAY CONCERN:
DONNIE S. TANKERSLEY
R.H.C.

WHEREAS, EDINBURGH ARCAD BUILDING, a partnership,
(hereinafter referred to as Mortgagor) is well and truly indebted unto W. GORDON McCABE, JR.,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Forty-five Thousand Dollars and no/100-----
Dollars (\$ 45,000.00) due and payable
on the completion of a proposed office building but not later than August
1, 1973.

with interest thereon from date at the rate of 7% per centum per annum, to be paid:

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 purposes:

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 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, his successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the southeasterly side of Greenacre Road, being more particularly shown on plat of Section No. 1, Portion of McAlister Plaza, prepared December, 1961, revised May, 1966, by Piedmont Engineering Service, said revised plat recorded in the Office of the RMC for Greenville County in Plat Book 000, page 11, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southeasterly edge of the right-of-way for Greenacre Road where the northeasterly edge of the walk on the northeasterly side of Edinburgh Court intersects the same, and running thence along the southeasterly edge of the right-of-way of Greenacre Road N. 31-31 E. 182.5 feet to a point in the center of line of a 15 foot alley, corner of property now or formerly belonging to Jean Jones Hipp; thence turning and running with the center line of said alley S. 59-30 E. 36.7 feet to a point; thence continuing with the center line of said alley S. 59-57 E. 86.15 feet to a point, corner of property of Wilkins Norwood & Company, Inc. thence turning and running with the line of the Norwood property S. 27-51 W. 182.14 feet to a point on the northeasterly edge of said walk N. 59-59 W. 81 feet to a point; thence continuing with the northeasterly edge of said walk, N. 61-10 W. 53.3 feet to the point of beginning.

This property is subject to certain restrictions and covenants (as amended) of record in the Office of the RMC for Greenville County.

THIS IS A PURCHASE MONEY MORTGAGE AND IS SUBORDINATE TO A CONSTRUCTION LOAN ON THE PROPOSED OFFICE BUILDING.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 18 PAGE 52

SATISFIED AND CANCELLED OF RECORD
2 DAY OF Aug. 1973
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:23 O'CLOCK P. M. NO. 3445