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State of South Carolina

COUNTY OF...

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

GREENVILLE

GROUP III, A GENERAL PARTNERSHIP, (Also known as Group Three, A (hereinafter referred to as Mortgagor) (SEND(S) GREETINGS: General Partnership) WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of ID Eighty-five Thousand and no/100-----(\$85,000.00_) conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Eight Hundred

Twenty and 27/100-----(\$820.27) 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 years 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 thereunder 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 Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, bing and being in the State of South Carolina, County of Greenville, on the southern side of U. S. Highway 29, being shown as the southwestern portion of Tract "C" on plat prepared for the Middleton Group by Piedmont Engineers, Architects & Planners, dated August 18, 1976, and recorded in the R.M.C. Office for Greenville County in Plat Book 5-T at page 81, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of U. S. Highway 29, said point being 464.6 feet southwest of the intersection of U. S. Highway 29 and E. Lee Road and running thence S. 47-00 E., 153.4 feet to a spike on an easement; thence with the easement S. 43-00 W. 17.3 feet to an iron pin; thence continuing with the easement S. 12-20 E. 96.17 feet to an iron pin; thence continuing with the easement S. 47-00 E. 21 feet to an iron pin; thence S. 12-20 E., 5.3 feet to an iron pin; thence N. 47-00 W. 257.9 feet to an iron pin on the southern side of U. S. 29; thence with U. S. 29, N. 43-00 E. 75 feet to an iron pin; the point of beginning.

ALSO conveyed as separate and severable conveyance (for the mutual benefit of all of the property touching the below described easement) as to the above described parcel of land, an easement of ingress, egress and regress from time to time by foot or vehicular traffic over a 24 foot strip of property; said strip of land being more particularly described below. Said easement is for the mutual benefit of all property now or formerly owned by the Middleton Group, A General Partnership and is perpetual, nonexclusive, appendant, appurtenant easement which shall run with the land and is essentially necessary to the enjoyment of the conveyed premises and the other property of the grantor which abuts said easement and shall be transmissible by deed or otherwise upon any conveyance or transfer of the above conveyed property on which said easement exists. The 24 foot strip is conveyed subject to the condition that no structure nor improvement of any kind, other than usual and normal roadway paving shall be placed thereon together with such utility uses as do not interfere with ingress, egress and regress. This easement is for the commercial

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