FILED
GREENVILLE CO. S. C.
MAY 12 11 43 AM '78
DONNIE S. TANKERSLEY
R.M.C.

First Mortgage on Real Estate

BOOK 1431 PAGE 801

MORTGAGE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: PELHAM INTERSTATE JOINT VENTURE

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of One Hundred Seventy Five Thousand and No/100 ($175,000.00) DOLLARS ($175,000.00), as evidenced by the Mortgagor's note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is 20 years after the date hereof, unless extended by mutual consent, the terms of said note and any agreement modifying it are incorporated herein by reference; and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

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, its successors and assigns.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ALL that piece, parcel or lot of land containing 1.06 acres, more or less, shown on "Site Plan for Bryan Company" prepared by Freeland & Associates, Greenville, South Carolina, dated March 22, 1978, and having according to said Site Plan the following metes and bounds, to-wit:

BEGINNING at an iron pin located at the edge of the Right of Way of Pelham Road at the Southwest corner of the property described herein and running thence S. 30-23 E. 229.82 feet to an iron pin; thence turning and running S. 66-00 W. 170 feet to an iron pin; thence turning and running along Interstate Court N. 38-44 W. 255.0 feet to an iron pin; thence turning and running N. 19-33 E. 25.11 feet to an iron pin; thence turning and running N. 81-49 W. 8.55 feet to an iron pin; thence continuing N. 78-10 E. 89.93 feet to an iron pin; thence continuing N. 74-55 E. 97.17 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to Pelham Interstate Joint Venture by deed of Ariail E. Smith, et al, dated October 8, 1971 and recorded October 8, 1971 in Deed Book 927 at Page 177, deed of Lamar Kennedy, dated September 16, 1971 and recorded October 8, 1971 in Deed Book 927, at Page 119 and deed of K & K Enterprises, Inc., dated October 6, 1971 and recorded October 8, 1971 in Deed Book 927, at Page 117.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.

4328 RV-2