

State of South Carolina )

Mortgage of Real Estate

County of GREENVILLE )

THIS MORTGAGE made this 17th day of March, 1980

by OAKS REALTY, a General Partnership (hereinafter referred to as "Mortgagor") and given to COMMUNITY BANK of Greenville, SC

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 6807, Greenville, South Carolina, 29606

WITNESSETH:

THAT WHEREAS, Oaks Realty, a General Partnership is indebted to Mortgagee in the maximum principal sum of One Hundred Twenty Thousand and No/100 Dollars (\$ 120,000.00), which indebtedness is evidenced by the Note of Oaks Realty, a General Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is one (1) year after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976) (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 120,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorneys fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or tract of land, in the State and County aforesaid on the Southerly side of Thousand Oaks Boulevard, containing 5.6 acres, more or less, and being shown as Tract No. 1 on plat entitled "Thousand Oaks Industrial Park", by Piedmont Engineers and Architects, dated June 9, 1972, and recorded in the Office of the RMC for Greenville County in Plat Book 4Q at Page 30, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Southerly edge of Thousand Oaks Boulevard, which point is S. 89-27 E., 325.6 feet from the Southeasterly intersection of Miller Road and Thousand Oaks Boulevard, and running thence along Thousand Oaks Boulevard, S. 89-27 E., 589.3 feet to a point; thence S. 0-33 W., 341.6 feet to a point; thence S. 71-50 W., 475.05 feet to a point; thence N. 38-38 W., 225.2 feet to a point; thence N. 1-04 E., 319.5 feet to a point on the Southerly side of Thousand Oaks Boulevard, the point and place of beginning.

LESS, HOWEVER, AND EXCEPTING THEREFROM, that property described in Schedule "A". This is the same property conveyed to the Mortgagor herein by deed of Churchill A. Carter and Ralph S. Crawley recorded in the Greenville County RMC Office in Deed Book 1120 at Page 69 on February 4, 1980. J. B. Stephens conveyed all his right, title and interest in and to the above described property by deed recorded in the Greenville County RMC Office in Deed Book 1120 at Page 170 on February 5, 1980.

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COMMUNITY BANK OF GREENVILLE, SC

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).

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