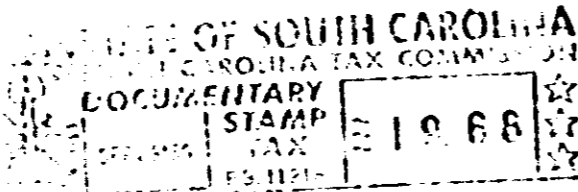


SEP 23 12 42 PM '80

DONNIE HANNAERSLEY
R.M.C.

MORTGAGE

(Construction)

THIS MORTGAGE is made this 19th day of September,
1980, between the Mortgagor, WILLIAMS STREET DEVELOPMENT CORPORATION,
 (herein "Borrower"), and the Mortgagee, South Carolina
 Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of
 America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-nine thousand two
hundred and No/100ths (\$49,200.00)-----Dollars or so much thereof as may be advanced, which
 indebtedness is evidenced by Borrower's note dated September 19, 1980, (herein "Note"),
 providing for monthly installments of interest, with the principal indebtedness, if not sooner paid, due and payable
 on March 1st, 1982.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the
 payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
 Mortgage and the performance of the covenants and agreements of Borrower herein contained, (b) the performance
 of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Bor-
 rower dated September 19, 1980, (herein "Loan Agreement") as provided in paragraph 20
 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to
 paragraph 17 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, and convey to Lender and
 Lender's successors and assigns the following described property located in the County of Greenville
 State of South Carolina:

ALL that certain piece, parcel or lot of land, with all improvements thereon
 or hereafter to be constructed, situate, lying and being on the easterly
 side of Gaithburg Square in the County of Greenville, State of South Carolina,
 being shown as Lot 50 on a plat of Eastgate Village Subdivision, dated
 May 15, 1973, prepared by Piedmont Engineers and Architects, recorded in
 Plat Book 4-X at Page 31 in the RMC Office for Greenville County, being
 described more particularly, according to said plat, as follows:

BEGINNING at an iron pin on the southeastern side of Gaithburg Square at the
 joint front corner of Lot No. 50 and property now or formerly designated as
 "open greenway"; thence running with the joint line of Lot 50 and "open
 greenway" N. 3-36 E. 85 feet to an iron pin; thence running with the common
 line of Lots No. 50 and 52 S. 18-22 E. 126.54 feet to an iron pin; thence
 running along the joint line of Lots No. 50 and 51 S. 11-16 W. 60.0 feet
 to an iron pin on the southeastern side of Gaithburg Square; thence running
 along the southeastern side of Gaithburg Square the following courses and
 distances: N. 67-02 W. 20.0 feet; thence N. 87-21 W. 45.0 feet; thence
 N. 80-08 W. 55.0 feet to the point of beginning.

Derivation: This being the same property conveyed to the Mortgagor herein by
 deed of Threatt-Maxwell Enterprises, Inc., executed September 19, 1980, and
 recorded in the RMC Office for Greenville County in Deed Book 1134 at Page 1
 which has the address of _____

S. C. Lot No. 50 Eastgate Village, Gaithburg Square, Greenville,
 (herein "Property Address");
 [State and Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the im-
 provements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties,
 mineral, oil and gas rights and profits, water, water rights, and water stock, all fixtures now or hereafter attached to
 the property, and all appliances, building materials, and other moveables placed in or upon the property if the same
 were paid for, or were intended to be paid for, from the proceeds of this loan, all of which, including replacements
 and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the
 foregoing, together with said property are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
 grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend
 generally the title to the Property against all claims and demand, subject to any declarations, easements, or restrictions
 listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.