

MORTGAGE

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BOOK 1534 PAGE 219

THIS MORTGAGE is made this 4th day of March 1981, between the Mortgagor, McLEES, INC. (herein "Borrower"), and the Mortgagee, Piedmont Federal Savings and Loan Association of Spartanburg, a corporation organized and existing under the laws of the United States of America, whose address is 1461 East Main Street, Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Five Hundred Forty-five Thousand and 00/100 (\$545,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 4, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1981;

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, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 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 Spartanburg, State of South Carolina:

All that piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina, being shown and designated as 2.525 acres, more or less, on a plat prepared by J. L. Montgomery, III, R.L.S., dated March 26, 1980, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Balcome Boulevard and running thence N. 43-10 E. 409.2 feet to an iron pin; thence N. 36-13 W. 356.12 feet to an iron pin in the edge of Balcome Boulevard; thence along the edge of Balcome Boulevard S. 40-32 W. 95.21 feet to an iron pin; thence continuing along the edge of said Boulevard S. 32-20 W. 97.9 feet to an iron pin; thence continuing along the edge of said Boulevard S. 17-57 W. 88 feet to an iron pin; thence continuing along the edge of said Boulevard S. 5-09 E. 96.2 feet to an iron pin; thence S. 14-06 E. 259 feet to the point of beginning.

This is the same property as that property conveyed to McLEES, INC. by Richard W. Riley, Trustee under Trust Agreement dated May 1, 1973, by deed to be recorded herewith.

ALSO: All that piece, parcel or tract of land situate, lying and being in Greenville County, State of South Carolina, being shown on plat of property of J. Roy Gibson and Virginia H. Gibson, dated April 2, 1976, prepared by J. L. Montgomery, III, and having, according to said plat, 3.00 acres with the following metes and bounds, to-wit:

3 OCTO 3 MR 4 81 BEGINNING at an iron pin at the intersection of Balcome Boulevard and Apple Blossom Lane and running thence with Apple Blossom Lane S. 36-03 E. 369.3 feet to an old iron pin on the line now or formerly of Balcome; thence S. 42-03 W. 366.96 feet to an iron pin on the line of property now (continued) which has the address of [Street] [City] [State and Zip Code] (herein "Property Address");

418 TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements 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, and all fixtures now or hereafter attached to the property, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised 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 demands, 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.

RECORDED

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