

GREENVILLE S.C.
DEC 2 3 07 PM '81
DONALD W. WATERSLEY
R.M.C.

BOOK 1558 PAGE 892

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
MORTGAGE OF REAL ESTATE

THIS MORTGAGE made this 1st day of December, 1981, by Marcus Investment Properties, Inc., a corporation organized under the laws of the State of South Carolina and having its principal place of business in Greenville, South Carolina (hereinafter referred to as "Mortgagor") and given to Frank J. Levy (hereinafter referred to as "Mortgagee"), whose address is c/o Stellamcor, Inc., 331 Madison Avenue, New York, New York 10017.

WITNESSETH:

THAT WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Four Hundred and Sixty Thousand and No/100 Dollars (\$460,000.00), or such lesser amount as shall have been advanced by Mortgagee to Mortgagor, which indebtedness is evidenced by Mortgagor's Note of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is June 1, 1982 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 \$460,000.00, 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 lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina being shown and designated as Lot 13 of Park 276 East, Section 1, on a plat thereof prepared by Enwright and Associates dated November 14, 1980 revised February 19, 1981, recorded in the RMC Office for Greenville County in Plat Book 7X, Page 81, and having the metes and bounds shown thereon.

The above described property is the same conveyed to the mortgagor by deed of S and P Properties, Inc., the mortgagee herein, recorded December 2, 1981 in the RMC Office for Greenville County in Deed Book 1159, Page 7.

The lien of this mortgage is understood and agreed to be junior in rank and priority to that certain mortgage of real estate of S and P Properties, Inc. dated December 1, 1981 and recorded in the RMC Office for Greenville County in Mortgage Book 1558, Page 852, and to such easements, restrictions and rights of way as are presently applicable to the property described above.

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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STATE OF SOUTH CAROLINA
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