

# Corporate Mortgage Of Real Estate

State of South Carolina }  
County of GREENVILLE }

DEC 11 4 41 PM '82  
JOHN W. WATERSLEY  
REC. CLERK

This Mortgage is made this 9th day of December, 1982 between Mortgagor W. R. Martin Corp. and First Carolina Construction Co. Inc. and existing under and by virtue of the laws of the State of South Carolina (herein "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of the United States of America whose address is P. O. Box 969, Greenville, S. C. 29602 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Two Hundred Sixteen Thousand and No/100 (\$216,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 9, 1983

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, together with all extensions, renewals or modifications thereof, 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 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:

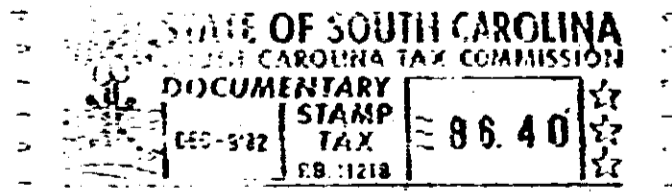
SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION.

6.00

This is the same property conveyed to the Mortgagors herein by deed of George M. Zimmerman, Margaret Greyard Cline, and James F. Carter, Jr., dated December 9, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1178, at Page 642, on December 9th, 1982; and by deed of George M. Zimmerman and Elizabeth A. Zimmerman dated December 9, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1178, at Page 647, on December 9th, 1982; and by deed of Barbara J. Carter dated December 9, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1178, at Page 644, on December 9th, 1982.

Together with all the right, title and interest of the Mortgagors herein in and to that certain perpetual right-of-way and non-exclusive easement for ingress and egress by and between George M. Zimmerman, Margaret Greyard Cline, and James F. Carter, Jr., and W. R. Martin Corp. and First Carolina Construction Co., Inc., dated December 9, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1178, at Page 649, on December 9th, 1982.

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which has the address of Greenville (City)  
South Carolina 29605 (State and Zip Code) (herein "Property Address"):

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 in 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 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 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.

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