

1/25 S. Jefferson
Roanoke, Virginia
24016
GREENVILLE
JUN 27 4 42 PM '83
DONNE J. WINSLEY
R.M.C.

MORTGAGE OF REAL ESTATE BY A CORPORATION

Offices of Haynsworth, Perry, Bryant, Marion & Johnstone, Attorneys at Law, Greenville, S. C.

State of South Carolina
COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

B.M.S. PROPERTIES, a South Carolina General Partnership,

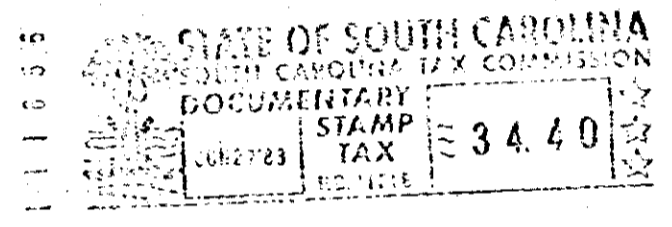
(herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, B.M.S. PROPERTIES,

a corporation chartered under the laws of the State of South Carolina, is well and truly indebted

to the mortgagee in the full and just sum of EIGHTY-SIX THOUSAND AND NO/100 (\$86,000.00) -----

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable as set forth in promissory note of even date herewith,



with interest from date, at the rate of Thirteen (13%)

percentum until paid; interest to be computed and paid monthly

until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said mortgagor in hand well and truly paid by the mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said

BENSON PROPERTY ASSOCIATES, a Virginia General Partnership, its successors and assigns, forever:

ALL that piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being on the southeasterly side of South Main Street, in the City of Greenville, South Carolina, being known and designated as 533-541 South Main Street in the City of Greenville, South Carolina, and being further identified as Lot 1.1, Block 1, Sheet 89 of the Greenville County Block Book and having according to plat prepared by Dalton & Neves, dated March 1945, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeast side of South Main Street at the north edge of a brick wall and the corner of property now or formerly of Citizens and Southern National Bank of South Carolina, and running thence with the line of said property now or formerly of Citizens and Southern National Bank of South Carolina S. 54-10 E. 110 feet to an iron pin; thence still with the property now or formerly of Citizens and Southern National Bank of South Carolina S. 2-43 W. 86 feet to a point on a rock; thence along

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