P. O. Box 6807, Greenville, SC 29606

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE DREENVILLE CO. S.C.

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, 105 North, a North Carolina general partnership

FILED

(hereinafter referred to as Mortgagor) is well and this indebted unto COHMUNITY BANK

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Two Hundred Seventy-Eight Thousand and No/100----- Pollars (\$273,000.00) due and payable one year from date of Note.

MESTATE OF SOUTH CAROL STAMP PAS-3EL TAX

with interest thereon from date

the service of property and the transfer of

at the rate of 12 3/4 per centum per annum, to be paid:

quarterly on the first day of each quarter following the date hereof.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL, that piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the Northern side of East North Street, being shown and designated on a plat entitled "Property of Courtney Shives", prepared by Freeland & Associates, dated August 10, 1983, recorded in the R.M.C. Office for Greenville County in Plat Book 10-9., at Page 56, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of East North Street, which iron pin is located 51.1 feet, more or less, from the intersection of East North Street and Brown Street, at the joint front corner of property herein conveyed and property now or formerly of 101 East North Street Corporation, and running thence with the line of 101 East North Street Corporation N. 21-00 E. 90 feet to an iron pin on the southern side of an alley; thence with the southern side of said alley S. 69-15 E. 31.4 feet to an iron pin in the line of property now or formerly of William B. Long and Archibald W. Black; thence with the line of Long and Black S. 20-41 W. 90 feet to an iron pin on the Northern side of East North Street; thence with the Northern side of East North Street N. 69-15 W. 31.9 feet to the POINT OF BEGINNING.

TOGETHER with all the right, title and interest of the Mortgagor herein in and to that certain Non-Exclusive Fasement given by William B. Long and Archibald W. Black to I. 7 116 H. Houston, Caroline H. McMillan and The South Carolina National Bank, as Co-Trustees under the Will of R.E. Houston, deceased, herein dated Murch 4, 1984, and recorded in said R.M.C. Office in Deed Book /207, at Page 762, on Murch 9, 1984.

ALSO, ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being on the northern side of East North Street, being shown and designated on a plat entitled "Property of Courtney Shives", prepared by Freeland & Associates, dated February 7, 1984, and recorded in the R.M.C. Office for Greenville County in Plat Book 16-9, at Page 55, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron nail on the Northeast corner of Brown Street and East North Street and running thence with the Eastern side of Brown Street N. 21-00 E. 90.0 feet to an iron nail on the Southern side of an alley; running thence on Southern side of said alley S. 69-15 E. 51.0 feet to an iron pin on the corner of property identified as Courtney Shive's property, Tax Map No. 42-1-29; running thence with the line of said property S. 21-00 W. 90.0 feet to an iron pin on the Northern side of East North Street; running thence with the Northern side of East North Street N. 69-15 W. 51.0 feet to the POINT OF BEGINNING.

(SEE REVERSE FOR DERIVATION)

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-Claining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting—fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

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The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Morigagor further covenants to warrant and forever defend all and singular the said premises unto the Morigagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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