

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

OCT 25 11 54 AM '84

WHEREAS, FIDELITY EQUITIES CORPORATION

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE FIDELITY MUTUAL LIFE INSURANCE COMPANY

(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

Four Million ----- Dollars (\$ 4,000,000.00, due and payable in accordance with terms of note of even date herewith.

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

The Mortgagor has the right to repay the entire amount on this mortgage at any time without penalty.

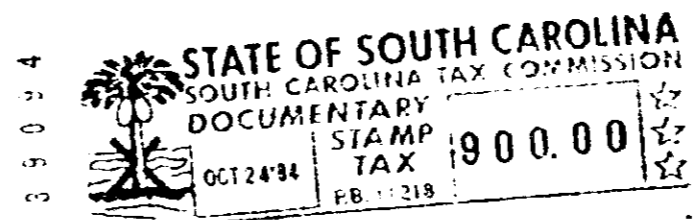
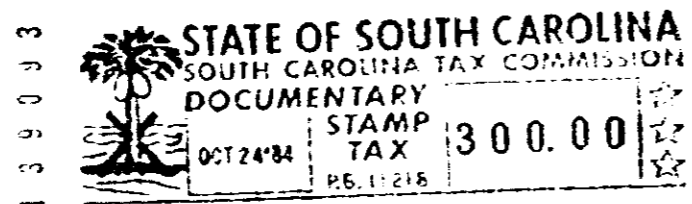
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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, the Mortgagee's heirs, 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 Greenville, being known and designated on a plat entitled PROPERTY OF FIDELITY EQUITIES CORPORATION prepared by Dalton & Neves Co., Inc. Sept. 1984, containing 6.203 acres and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin (P.O.B.) on the western right-of-way of Riley Smith Road and being the joint corner of Parcel No. 1 and Parcel No. 3 said iron pin being 184.76 feet from the southwest intersection of Pelham Road and Riley Smith Roads; thence running along the western right-of-way of Riley Smith Road the following courses and distances: S.10-16 E. 8.05 feet to an iron pin, thence S8-57E 313.2 feet to an iron pin, thence S5-39E 112.36 feet to an iron pin joint corner of S & S Investment, thence leaving said right-of-way of Riley Smith Road and along property lines of S & S Investment the following courses and distances: S78-55 W 320.19 feet to an iron pin, thence N11-03W 33.58 feet to an iron pin, thence S78-57W 105.21 feet to an iron pin, thence N66-00W 164.4 feet to an iron pin on the eastern right-of-way of Fairoaks Drive, thence running along the eastern right-of-way of said Fairoaks Drive the following courses and distances: N15-30E 43.52 feet to an iron pin, thence N11-16E 94.52 feet to an iron pin, thence N1-35E 116.17 feet to an iron pin, thence N7-17W 79.50 feet to an iron pin, thence N11-04W 4.392 feet to an iron pin joint corner of Parcel No. 2; thence leaving said eastern right-of-way of Fairoaks Drive and along property lines of Parcel No. 2 the following courses and distances: N79-03E 76.6 feet to an iron pin, thence N11-18W 106.2 feet to an iron pin, thence N45-04E 50.1 feet to an iron pin, thence N10-11W 57.66 feet to an iron pin on the southern right-of-way of Pelham Road, thence along the southern right-of-way of Pelham Road the following courses and distances: N87-35 E 74.5 feet to an iron pin, thence N82-44E 100.0 feet to an iron pin, thence N77-20E 58 feet to an iron pin being the joint corner of Parcel No. 3, thence leaving said southern right-of-way of Pelham Road and running along the line of Parcel No. 3 S11-17E 195.85 feet to an iron pin; thence continuing along property line of Parcel No. 3 N78-17E 145.75 feet to the point of beginning containing 6.203 acres.

This is the same property conveyed to mortgagor by Woodfield Land Co., a general partnership, by deed dated October 25, 1984 to be recorded herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, 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.
The Mortgagor covenants that is 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 Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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