MORTGAGE

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

To ALL WHOM THEM PRESENTS MAY CONCERN: Middleton Apartments, Inc.

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a corporation

page organized and existing under the laws of the State of South Carolina having its principal place of business at 217 East Stone Avenue; Greenville, South Carolina (hereinafter with its successors and assigns called the Mortgagor) sends Greetings: WHENEAS, the Mortgagor is well and truly indebted unto C. Douglas Wilson & Co.

a corporation organized and existing under the laws of South Carolina Greenville, South Carolina

, having its principal place of business at (hereinafter with its successors and

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assigns called the Mortgagee), in the sum of Nine Hundred Ninety Six Thousand, Seven Hundred and No/100 ) as evidenced by Mortgagor's Note of even date herewith bearing inter-Dollars (\$ 996,700.00 est from date on outstanding balances at eight and one-half per cent ( 812 %) per annum, said principal and interest being payable in monthly installments as provided in said Note with a final maturity of February 1, 2012 which Note is identified as being secured hereby by a certificate thereon. Said Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Mortgagor desires to secure payment of the same and also to secure the performance of all covenants and agreements herein contained, and in a building loan agreement between the Mortgagor and the Mortgagee hereinafter mentioned;

Now, Know ALL Men, that the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Ten Dollars: (\$10) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the scaling 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, the following-described real estate situated in the Town of Greer

Greenville , State of South Carolina:

ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Greer, County of Greenville, State of South Carolina, on the northern side of West Poinsett Avenue shown on plat entitled "Middleton Apartments", property of Middleton Apartments, Inc., Greenville, South Carolina, dated December 11, 1970, by Dalton & Neves Company, Engineers, recorded in the R.M.C. Office for Greenville County on December 11, 1970, in Plat Book 4G, Page 107, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pipe (P.O.B.) on north right-of-way of West Poinsett Avenue, said iron pipe being on tangent S. 87-31 W. 75 feet from the intersection of the north right-of-way line of West Poinsett Avenue and the west right-of-way line of Chesterfield Street; thence along the tangency of the north right-of-way of West Poinsett Avenue S. 87-31 W. 620 feet to an iron pipe; thence leaving said right-of-way and running along the line of Investments Diversified property the following courses and distances: N. 2-04 W. 289.3 feet to an iron pipe; thence N. 67-38 E. 217.6 feet to an iron pipe; thence N. 22-35 W. 180.4 feet to an iron pipe; thence N. 67-31 E. 573.24 feet to an iron pipe on the western right-of-way of Chesterfield Street; thence along the tangency of the west right-of-way of Chesterfield Street S. 2-22 E. 563.1 feet to an iron pipe on right-of-way of Chesterfield Street and in rear line of Mary Ellison Bailey property; thence along the line of Mary Ellison Bailey property S. 87-36 W. 60.64 feet to an iron pipe; thence continuing along the Bailey property S. 2-04 E. 165.9 feet to an iron pipe, which iron pipe is the point of beginning.

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