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GREENVILLE CO. S. C.

First Mortgage on Real Estate

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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Greenville Airport Commission

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

Thunderbird of Greenville, Inc.,

ASSOCIATION, GREENVILLE, S. C., (hereinafter referred to as Mortgagee) in the sum of ONE MILLION TWO HUNDRED SIXTY THOUSAND and NO/100----- DOLLARS

Thunderbird of Greenville, Inc.'s (\$1.260,000.00), as evidenced by know know agents note of even date, bearing interest as stated in said note, and payable as therein stated or as modified by mutual agreement, in writing, the final maturity of which is twenty (20) years after the date hereof, unless extended by mutual consent, the terms of said note and

any agreement modifying it are incorporated herein by reference; and Thunderbird of Greenville, Inc., WHEREAS, xbex Muxgogar may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced to or for the Mortgagor's account, including advances made by the Mortgagee on other or no security:

of Thunderbird of Greenville, Inc. 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 knowledges 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 Greenville, in the City of Greenville, located at the Greenville Downtown Airport and situate, lying and being on the southeastern corner of the intersection of South Carolina Highway 291 (North Pleasantburg Drive) and Tower Drive, and having, according to plat entitled "Plat for Greenville Municipal Airport" dated April 3, 1971, prepared by Webb Surveying and Mapping Company, the following metes and bounds, to-wit:

BEGINNING at iron pin on southeast side of intersection of South Carolina Highway 291 (North Pleasantburg Drive) and Tower Drive and running thence with Tower Drive, N. 86-50 E., 750 feet to iron pin; thence S. 1-12 W., 188.2 feet to iron pin; thence S. 1-17 W., 240 feet; thence with building line, N. 88-42 W., 673 feet, more or less; thence S. 3-19 W., 98.3 feet, more or less, to iron pin; thence S. 80-45 W., 78.2 feet; thence N. 27-23 W., 180.6 feet to iron pin; thence N. 21-43 E., 45 feet to iron pin; thence N. 68-17 W., 25 feet to iron pin; thence with right-of-way of South Carolina Highway 291, N. 21-43 E., 291.4 feet to point of beginning.

The mortgagor, Greenville Airport Commission, has, by agreement contained in their lease with inunderbird of Greenville, inc. aate August 18, 1971, agreed to subordinate the above described real estate to the lien of this first real estate mortgage by executing this mortgage to Fidelity Federal Savings and Loan Association, Greenville, S. C., as security for the above referred to indebtedness of Thunderbird of Greenville, Inc., as shown by their promissory note dated August 18, 1971.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.