WHEREAS.

Sunbelt Properties, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto

Three Associates, A General Partnership

(tereinafter 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

Sixty-three thousand nine hundred and no/00 ----- Dollars (\$ 63,900.00) due and payable

In equal monthly payments of \$916.78 each for 10 years; first payment being due December 1, 1981 and each subsequent payment due on the first day of each month thereafter;

with interest thereon from

date

at the rate of 12.0

per certum per annum, to be paid. monthly in payment;

WHEREAS, the Mortgagor may bereafter become indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for tases, 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, consisting of 15.44 acres, more or less, situate, lying and being on the Western side of Bridge Road at Taylors, as shown on a plat entitled "Property of Burlington Industries, Inc., Taylors, SC," made by Piedmont Engineers and Architects July 15, 1965 (the latest revision of which is dated November 19, 1965) and recorded in the RMC Office for Greenville County, SC, in Plat Book JJJ at page 197, and having, according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Western side of Bridge Road in the line of property conveyed to J.P. Stevens & Co., Inc., and running thence with the western side of Bridge Road N. 23-20 W. 354.49 feet to an iron pin, N. 22-09 W. 103.70 feet to an iron pin, N. 20-52 W. 116.85 feet to an iron pin, N. 18-16 W. 131.68 feet to an iron pin, N. 15-12 W. 161.60 feet to an iron pin at the Southeastern corner of property shown on a plat entitled "Section One, Subdivision for Burlington Industries, Inc." recorded in the RMC Office for Greenville County in Plat Book JJJ at page 10; thence with the line of said property N. 86-22 W. 127.00 feet to an iron pin, N. 87-22 W. 19.30 feet to an iron pin, N. 73-25 W. 89.10 feet to an iron pin, N. 73-31 W. 93.90 feet to an iron pin, N. 67-59 W. 96.40 feet to an iron pin, N. 64-49 W. 75.00 feet to an iron pin, N. 58-93 W. 131.09 feet to an iron pin, N. 55-13 W. 201.60 feet to an iron pin, N. 51-06 W. 455.60 feet to an iron pin, N. 38-57 E. 152.70 feet to an iron pin, N. 1-20 E. 46.00 feet to an iron pin, N. 38-09 E. 113.60 feet to an iron pin, N. 56-16 W. 151.10 feet to an iron pin on the Southeastern side of the right of way of the Piedmont and Northern Railway Company; thence with the Southeastern side of said right of way S. 66-01 W. 241.05 feet to an iron pin, S. 66-54 W. 341.10 feet to an iron pin on the Southwesterly side of Enoree River; thence with the center line of Enoree River along a traverse line as follows: S. 49-47 E. 88.00 feet, S. 88-54 E. 110.00 feet, S. 17-50 E. 203.70 feet, S. 1-34 E. 133.75 feet, S. 23-26 E. 91.60 feet to an iron pin at the corner of property conveyed to J. P. Stevens & Co., Inc.; thence crossing Enoree River and with the line of said Stevens property N. 47-23 E. 110.0 feet to an iron pin; thence continuing with the line of said Stevens property S. 62-50 E. 183.43 feet to an iron pin, S. 24-58 E. 193.54 feet to an iron pin, S. 60-14 E. 250.63 feet to an iron pin, S. 68-25 E. 507.41 feet to an iron pin, S. 55-29 E. 365.90 feet to an iron pin, S. 40-56 E. 464.09 feet to an iron pin on the Western side of Bridge Road, the point of Z beginning.

in
This is the identical property conveyed to the mortgagor by deed of Three Associates, A
General Partnership, recorded herewith.

DOCUMENTARY STAMP 25 5 5 6 6 7

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 rich futures and equipment, other than the Jusual 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 it is lawfully secred of the premises hereinabove described ir ree 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or say part thereof.

7 4328 RV-2