P.OBOX 6807, GUILLE, 29606

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MORTGAGE OF REAL ESTATE BY A CORPORATION 164 18 2 33 PH Uffices of Leatherwood, Walker, Todd & Mann, Attorneys at Law, Greenville, S. C.

DONN RANAERSLEY

State of South Carolina

COUNTY OF GREENVILLE

To All Whom These Presents May Concern:

Associated Grocers, Inc. of South Carolina (herein called mortgagor) SENDS GREETING:

WHEREAS, the said mortgagor, Associated Grocers, Inc. of South Carolina,

a corporation chartered under the laws of the State of

South Carolina

, is well and truly indebted

to the mortgagee in the full and just sum of Two Hundred Thousand and No/100ths---

Dollars, in and by its certain promissory note in writing, of even date herewith, due and payable upon demand but in no event later than December 1, 1992

with interest from

terms of said note. date as provided in the / ,xabdaxxabxxxk

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until paid in full; all interest not paid when due to bear interest at same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, the whole amount evidenced by said note to become immediately due, at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of its interests to place and the holder should place the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including ten per cent of the indebtedness as attorney's fee, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the terms of said note, and also in consideration of the further sum of Three Dollars to the said 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 said

Community Bank, its successors and assigns:

NO16

ALL that tract of land in Greenville County, South Carolina, on the Southern side of Sulphur Springs Road (sometimes known as Franklin Road) containing 6 acres, more or less, and having according to the survey made by R. B. Bruce, R.L.S., and recorded in the RMC Office for Greenville County in Plat Book LLL, Page 71, the following metes and bounds, to-wit:

BEGINNING at a point in the intersection of Sulphur Springs Road and Pinsley Circle (formerly Grand Drive), and running thence with the center of Pinsley Circle, S. 3-27 E. 345.1 feet; thence S. 1-13 E. 125.6 feet; thence S. 9-48 W. 2.5 feet and S. 0-59 E. 125 feet to a point; thence S. 89-09 W. 462.8 feet to a pin on the right-of-way of Duke Power Company; thence with the Eastern side of said right-of-way N. 15-46 W. 128.9 feet to an iron pin; thence N. 15-35 W. 466.7 feet to a point in the center of Sulphur Springs Road; thence with the center of said Road, N. 87-10 E. 603.4 feet to the point of beginning.

(continued on page two)