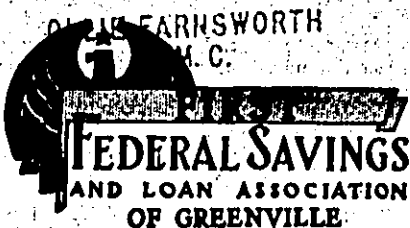


GREENVILLE CO. S. C.

MAY 10 12 53 PM '71

BOOK 1190 PAGE 125

OLIVE EARNSWORTH  
M.C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Develcorp, Inc., a corporation

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

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

One Hundred Seventy-Four Thousand and No/100----- (\$ 174,000.00.)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain

conditions), said note to be repaid with interest as the rate or rates therein specified in installments ~~as set out in said~~ note

( \$ ) Dollars each on the first day of each month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest, computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 18 months / days after date; and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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:

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a topographical survey for Develcorp, Inc. prepared by Dalton & Neves, Engineers, dated February 1970, containing 8.46 acres, and having, according to said survey, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southeastern side of East North Street Extension at the corner of Property of R. F. S. Corporation and running thence along the line of said property, S. 36;58 E. 1,095.1 feet to an old iron pin at the corner of property of Gibson Bros., Inc., and running thence along the line of said property, S. 1-24 W. 429 feet to an iron pin at the corner of property of Farrell; running thence along the line of property of Farrell and Margaret D. Smith, N. 37-59 W. 593.7 feet to an old iron pin; thence along the rear lines of Lots 9, 8, 7, 6, 5, 4, 3, and 2, N. 38-53 W. 909 feet to an old iron pin on the southeastern side of East North Street Extension; running thence with the southeastern side of East North Street Extension, N. 65-57 E. 315 feet to the point of beginning.

LESS, HOWEVER, Units 1-A through 8-A, inclusive; Units 1-B through 8-B, inclusive; Units 1-C, through 8-C, inclusive; Units 1-O through 4-O, inclusive; Units 1-P through 4-P, inclusive; Units 1-Q through 4-Q, inclusive; Units 1-R through 4-R, inclusive, in Town Park of Greenville, S. C. Horizontal Property Regime.

*For release units 8-B, see R. F. S. Mort Book 1213 page 16. For release units 3-E, see R. F. S. Mort Book 1211 page 546. For release Unit E-1, see R. F. S. Mort Book 1209 page 250.*

*For release units 1-I thru 4-I; 1-J thru 12-J; 1-K thru 12-K; 1-L thru 4-L; 1-N thru 4-N; 1-M thru 10-M; see R. F. S. Mort Book 1212 page 497.*