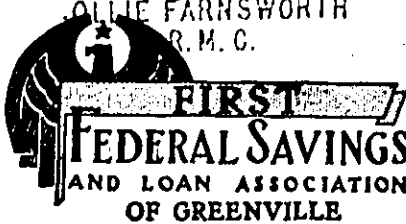


GREENVILLE CO. S. C.

AUG 31 2 38 PM '71

BOOK 1205 PAGE 01

LILLIE FARNSWORTH
R. M. C.



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Honey Properties, Inc.

(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 Million, Five Hundred Thousand and No/100----- (\$1, 500, 000. 00)

Dollars, as evidenced by Mortgagor's promissory note of even date herewith, which note does not 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 of Thirteen Thousand,

Four Hundred Ninety-Six and No/100----- (\$13, 496. 00) 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 20 years after date, and first payment of principal and interest

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, on the eastern side of Augusta Road (U. S. Highway No. 25), south of the ramp to Interstate Highway 85 and having according to a survey prepared for Honey Properties, Inc. by Carolina Engineering and Surveying Co., dated October 5, 1967, and recorded in the R. M. C. Office for Greenville County in Plat Book 000 at Page 167, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the eastern side of the right-of-way of Augusta Road (U. S. Highway No. 25) at the corner of Lot "C" and running thence with the eastern side of the Augusta Road due North 166.36 feet to a concrete monument; thence N. 57-38 E. 96.5 feet to a concrete monument; thence N. 86-28 E. 109 feet to an iron pin; thence N. 77-41 E. 113.5 feet to an iron pin; thence N. 52-44 E. 119.3 feet to an iron pin; thence S. 51-10 E. 41 feet to an iron pin; thence N. 30-47 E. 81.3 feet to an iron pin; thence N. 22-40 E. 169.5 feet to an iron pin; thence N. 34-34 E. 125.4 feet to an iron pin; thence N. 67-37 E. 124.2 feet to a concrete monument; thence S. 12-06 E. 30 feet to a point; thence N. 77-54 E. 30 feet to a point; thence N. 12-06 W. 30 feet to a point; thence N. 77-54 E. 10 feet to a point; thence S. 75-31 E. 91.9 feet to a point; thence S. 51-53 W. 177.9 feet to an iron pin; thence S. 26-41 E. 448.7 feet to an old iron pin; thence S. 63-09 W. 712.59 feet to an iron pin; thence S. 16-12 E. 183 feet to an iron pin; thence S. 77-17 W. 71.15 feet to an iron pin; thence N. 10-25 W. 179 feet to an iron pin; thence S. 78-02 W. 21.18 feet to an iron pin; thence N. 0-41 E. 200 feet to an iron pin; thence along the line of Lot "C", S. 88-06 W. 200 feet to an iron pin on the eastern side of Augusta Road, the point of beginning.

The mortgagor also conveys to the mortgagee all its interest in any easements or rights-of-way which it now owns or may hereinafter acquire in connection with said property, specifically including a 20-foot easement for ingress and egress lying on the eastern side of Augusta Road and being located, according to the above-mentioned plat, between Lot "B" and Lot shown as Humble Oil Co.". Said property is a portion of the property conveyed to the mortgagor by Mrs. Sara Stewart Adams by deed dated November 14,