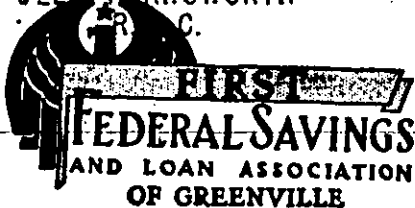


GREENVILLE CO. S. C.

Apr 13 12 06 PM '72

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OLLIE FARNSWORTH



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern: We, Donald F. Owen, Doris B. Frazier, James W. Brand, Jr., Lawrence E. Joyner, Larry C. Morris, S. Lowell Wammock, and Joseph G. Maddox,

(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

Nine Hundred Thousand and No/100----- (\$ 900,000.00)

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 of Eight Thousand,

Ninety-Seven and 66/100----- (\$ 8,097.66) 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

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, within the corporate limits of the City of Greenville, located on the south side of Duvall Drive, formerly Douglas Road, on the north side of U. S. Interstate Highway I-85, lying west of Laurens Road (U. S. Highway No. 276), being shown on the County Tax Maps at Sheet 272, Block 1, Lot 14.1, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of U. S. Highway I-85 at corner of property now or formerly of Ward B. Hines, and running thence along the north edge of the right of way of said highway, the following courses and distances: N. 53-50 E. 213.9 feet to a point; N. 57-20 E. 211.8 feet to a point; N. 61-30 E. 212 feet to a point; N. 65-41 E. 213.8 feet to a point; N. 69-39 E. 206.2 feet to a point; and N. 71-46 E. 373.4 feet to an iron pin on the north side of said highway; thence leaving said highway and running N. 33-56 E. 45 feet to an iron pin; thence N. 22-17 W. 114.8 feet to an iron pin on the southeast edge of the right of way of Douglas Road; thence following the right of way of Douglas Road the following courses and distances: S. 72-13 W. 36 feet to a point; S. 74-56 W. 265.9 feet to a point; S. 66-06 W. 216.5 feet to a point; S. 60-50 W. 337.6 feet to a point; S. 52-50 W. 225 feet to a point; S. 37-10 E. 7 feet to a point; S. 47-08 W. 22.7 feet to a point; and S. 52-20 W. 245 feet to a point on the southeast edge of the right of way of Douglas Road at corner of property now or formerly of Ward B. Hines; thence along said Hines property line, S. 36-07 W. 154.4 feet to the beginning corner. Said property is the same conveyed to the mortgagors by Luxury Budget Inns, Inc. by deed dated April 7th, 1972, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 941, at Page 27

This mortgage also conveys a security interest in the following property: all furniture, furnishings, machinery, appliances, equipment, and articles of personal property of every kind and nature whatsoever (including mortgagors' leasehold interest in TV sets), other than consumable goods, now owned or hereafter acquired by mortgagors and located on above described premises.