

REGULATION NO. 22  
COMPLIED WITH *De*

BOOK 1263 PAGE 383

FILED  
GREENVILLE CO. S. C.

JAN 12 4 04 PM '73



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Belk-Simpson Company, Greenville, South Carolina,

(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

Five-Hundred Thousand and no/00 (\$500,000.00)

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 Three-Thousand

Eight-Hundred Fifty-Nine and 10/00 (\$3,859.10) 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 25 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, City of Greer, and according to the plat prepared by Dalton & Neves Company, Engineers, October, 1972, to be recorded herewith, as having the following metes and bounds, to-wit:

BEGINNING at an iron pin (which is S. 52-50 W. 112.1 feet from the property line of the estate of I. P. Few and Chesterfield Street) and running thence N. 87-29 W. 287.33 feet to an iron pin, thence along the roadway S. 2-31 W. 225.33 feet to a nail and cap, thence S. 87-29 E. 287.33 feet to an iron pin, thence N. 2-31 E. 225.33 feet to the beginning corner.

This conveyance is subject to the easement restrictions in the operating Agreement executed on the 25th day of October, 1972, by and between Stanley G. Tate, Edward L. Denison, and Belk-Simpson Company, Greenville, South Carolina.

Reference is made to the aforesaid plat being duly recorded in plat book     at page    , in the R.M.C. Office for Greenville County.

As further security, the mortgagor hereby conveys all its interest in and to the easement, restriction and operating agreement dated January 4, 1973, between mortgagor and Investments Diversified Limited, which instrument is now being recorded and is incorporated herein by reference.