

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE

WHEREAS, CHARLES F. UPCHURCH, C. DAN JOYNER, and LLOYD D. AUTEN, residents of Greenville, South Carolina, hereinafter referred to as "Mortgagors" are well and truly indebted to FIRST PIEDMONT MORTGAGE COMPANY, INC., a corporation organized and existing under the laws of the State of South Carolina, with offices located in Greenville, South Carolina, hereinafter referred to as "Mortgagee" in the full and just sum of FIVE HUNDRED SEVENTY-FIVE THOUSAND (\$575,000.00) DOLLARS in and by that certain Promissory Note executed in writing Dated November 21, 1972, the full principal balance of all amounts advanced to Mortgagors under said note being due and payable in one (1) installment three (3) years after the date of said Note (with an option to extend said payment an additional two years on certain conditions), with interest on the outstanding balance at one hundred fifty (150%) percent of the prime rate charged from time to time by the First Piedmont Bank and Trust Company of Greenville, South Carolina, as adjusted on the first day of each calendar quarter, (but in no event less than eight (8%) per cent nor more than ten (10%) percent), payable annually in advance on the outstanding principal balance of the loan as of the due date of each such annual payment, and if unpaid when due such payments will bear interest at the same rate as principal, until paid; and Mortgagor has further promised and agreed to pay a reasonable amount for attorneys' fees not to exceed fifteen (15%) percent, if said Note be collected by an attorney or through legal proceedings of any kind; and

WHEREAS, the Mortgagors have given to Mortgagee a Mortgage dated November 21, 1972, and recorded in the R.M.C. Office of Greenville County in Mortgage Book 1258 at Page 171, which mortgage covered certain real estate located in the City of Greenville, County of Greenville, South Carolina, located on the eastern side of the right-of-way of South Pleasantburg Drive; and said mortgage did not include in the description of such property a strip of property approximately 70 feet in width and 136 feet in length located on the eastern side of North Pleasantburg Drive adjacent to the property described in said mortgage, which strip of property was erroneously omitted from the deed conveying the mortgaged premises to the Mortgagors and which has subsequently been conveyed to the Mortgagors by quit-claim deed; and the Mortgagors and Mortgagee now desire to add said strip of property to the mortgaged premises, pursuant to the Loan Agreement between said parties;

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, according to the terms of the said note, and also in consideration of the further sum of One Dollar (\$1.00), to it in hand well and truly paid 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 Mortgagee all of our right, title and interest in and to that certain piece, parcel or lot of land lying on the eastern side of North Pleasantburg Drive, (South Carolina Highway #291) in Greenville County, South Carolina, consisting of a strip approximately 70 feet in width and 136 feet in length, described as follows:

BEGINNING at a concrete marker located on the eastern side of the right-of-way of North Pleasantburg Drive, a joint corner of subject property and other property previously conveyed to Grantees by Grantor; thence along the boundary of said other tract of property N. 80-48 E. 70.0 feet to an iron pin; thence N. 9-12 W. 135.9 feet to an iron pin located on the southern boundary of property owned by Lowndes Hill Realty; thence along the boundary of said property S. 82-59 W. 70.0 feet to an iron pin located on the eastern side of said right-of-way; thence along said right-of-way S. 7-01 E. 135.23 feet to the point of beginning.

THE above property is the same as that conveyed to the Mortgagors by quit-claim deed of Dera R. Conway recorded in the R.M.C. Office of Greenville County in Deed Book 988 at Page 368.