LEATHERWOOD, WALKER, TODD & MANNE

STATE OF SOUTH CAROLINA

Mortgage of Real Estate

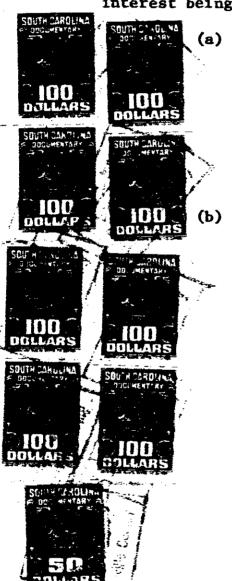
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY COME

Westside City, Inc., a South Carolina corporation with principal offices in the County and State aforesaid,

SEND GREETING:

WHEREAS, Westside City, Inc., is indebted in and by a certain note of even date herewith for the principal sum of Two Million One Hundred Twenty-Five Thousand and no/100 (\$2,125,000.00) Dollars, bearing interest at the rates therein provided from date thereof until maturity, said note being payable to the order of Southern Bank & Trust Company, a South Carolina banking corporation, at Greenville, South Carolina, hereinafter called "Mortgagee", said principal and interest being payable as follows:



Until this mortgage and the note secured hereby shall have been purchased by and assigned to The Life Insurance Company of Virginia or First Piedmont Mortgage Company, Inc., interest at a rate equal to the prime interest rate being charged by Southern Bank & Trust Company, Greenville, South Carolina on the date of the first advance of loan proceeds hereunder plus one-half (1/2) of one (1%) per cent per annum and principal shall be payable on demand of the holder.

Upon assignment of this mortgage and the note secured hereby to The Life Insurance Company of Virginia or First Piedmont Mortgage Company, Inc., interest shall be payable from the date of such assignment until maturity at the rate of eight and eight tenths (8-8/10thsZ) per cent per annum, said principal and interest being payable in three hundred (300) monthly installments as follows:

Beginning on the first day of November, 1974, and on the first day of each month thereafter, the sum of Seventeen Thousand, Five Hundred Forty-Two Dollars and Eighty Cents (\$17,542.80), to be applied on the interest and principal of this note, said payments to continue up to and including the first day of September, 1999, and the balance of said principal and interest to be due and payable on the first day of October, 1999; the aforesaid three hundred (300) monthly payments of Seventeen Thousand, Five Hundred Forty-Two Dollars and Eighty Cents (\$17,542.80), each, are to be applied first to interest at the rate of eight and eight tenths (8-8/10ths%) per cent per annum on the principal sum of Two Million, One Hundred Twenty-Five Thousand Dollars (\$2,125,000.00) or so much thereof as shall, from time to time, remain unpaid, and the balance of each Seventeen Thousand, Five Hundred Forty-Two Dollars and Eighty Cents (\$17,542.80) payment shall be applied on account of principal.

If The Life Insurance Company of Virginia purchases the note secured hereby while a default exists in either said note, or this mortgage, or any instruments securing the note, or while a default exists in the loan commitment issued by The Life Insurance Company of Virginia and dated September 25, 1973; then, at the option of The Life Insurance Company of Virginia, said note shall be either a demand note or an amortized note in accordance with the provisions of the immediately preceding paragraph.

Page 1 of an 8-page mortgage dated December 27, 1973, by and between Westside City, Inc., mortgagor, and Southern Bank & Trust Company, mortgagee. Mortgagor to initial here: