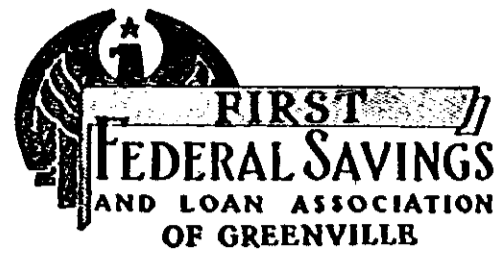


Mortgagee's mailing address: 301 College Street, Greenville, S. C.

FILED
GREENVILLE CO. S. C.
MAY 8 3 34 PM '77
DONNE S. TARKERSLEY
R.M.C.

BOOK 1400 PAGE 404



State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Berry's Inc., a South Carolina corporation with its principal place of business in Greenville, S. C. and Fairlane-Litchfield Company, Inc., a South Carolina corporation, same as Fairlane-Litchfield (hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

Co., Inc.
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

---Sixty Five Thousand and No/100----- \$ 65,000.00)

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

--Six Hundred Fifty Nine and 28/100----- (\$ 659.28) 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 15 years after date; and

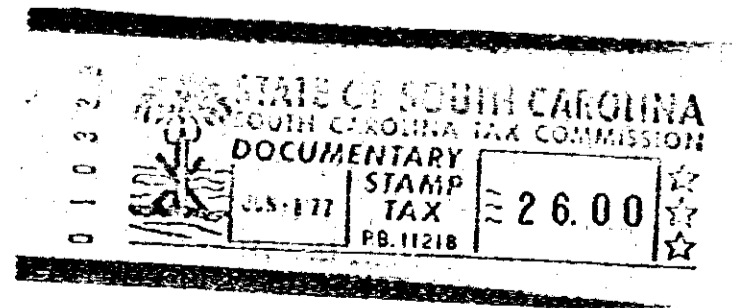
WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out 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 as is more fully shown on a plat of Property of Greenville County School District No. 520 prepared by Piedmont Engineering Service January 24, 1960 and recorded in the RMC Office for Greenville County in Plat Book TT, at Page 119 and being shown as the western portion of said property and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Pendleton Street, which iron pin is 100 feet west from the intersection with Perry Avenue Extension, and running thence N. 18-26 W. 272.1 feet; running thence approximately S. 77-04 W. 100 feet to an iron pin; running thence S. 18-33 E. 263.8 feet to an iron pin on the northern side of said Pendleton Street; thence along the northern side of said Pendleton Street, N. 80-37 E. 44.6 feet to an iron pin; thence continuing with the northern side of said Pendleton Street, N. 71-54 E. 55.4 feet, more or less, to the point of BEGINNING: being a portion of the property conveyed to Berry's Inc. by the School District of Greenville County No. 520 by deed dated January 18, 1960 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 642, at Page 399, and conveyed to Fairlane-Litchfield Company, Inc., by deed of Associates Lease Plan, Inc., dated June 3, 1977 to be recorded herewith.



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