

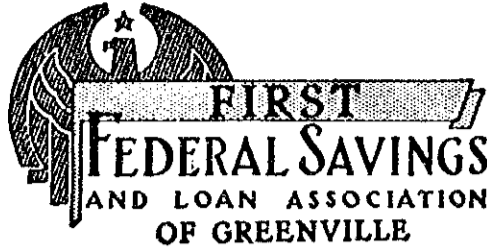
Mortgagee's mailing address: 301 College Street, Greenville, S. C. 29601

FILED
GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

BOOK 1458 PAGE 467



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 Co., Inc.

(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

Seventy Five Thousand and 00/100----- (\$ 75,000.00)

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 Hundred

Forty and 72/100----- (\$ 840.72) 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

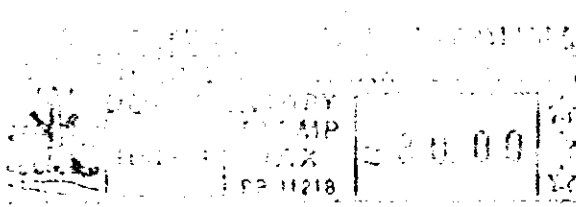
ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville as is more fully shown on a plat entitled "Property of Berry's Inc., Fairlane Litchfield Company, Inc." dated February 19, 1979 prepared by Dalton & Neves, Co., Engineers, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Perry Avenue and Pendleton Street and running thence with the northern side of Pendleton Street S. 71-54 W. 100.9 feet to an iron pin; running thence N. 18-26 W. 272.1 feet to an iron pin; running thence N. 71-04 W. 59.5 feet to an iron pin; thence continuing with the curvature of the western edge of Perry Avenue the following courses and distances, to-wit: S. 59-10 E. 35.6 feet; S. 35-31 E. 32.2 feet and S. 28-53 E. 43.5 feet; running thence S. 18-44 E. 172.6 feet to the point of beginning.

This being a portion of the property conveyed to Berry's Inc. by deed recorded January 18, 1960 in the RMC Office for Greenville County in Deed Volume 642, at Page 399 from the School District of Greenville County and being a portion of the property conveyed to Fairlane-Litchfield Company, Inc. by deed recorded June 8, 1977 in the RMC Office for Greenville County in Deed Volume 1058, at Page 199 from Associates Lease Plan, Inc.

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