

Mortgagee's mailing address: P. O. Box 8996, Sta. A, Greenville, S. C. 29604

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FILED  
GREENVILLE CO. S.C. MORTGAGE OF REAL ESTATE  
BOOK 1530 PAGE 313  
JAN 16 4 35 PM '89 ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE S. TANKERSLEY  
R.H.C.

WHEREAS, Alliance Haywood Associates, a South Carolina General Partnership composed of John B. Hipp, Thomas H. Cluderay, W. Hayne Hipp and David W. Glenn (hereinafter referred to as Mortgagor) is well and truly indebted unto Lincoln of South Carolina, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Two Hundred Ninety Six Thousand Four Hundred Ninety

and 00/100----- Dollars (\$ 296,490.00 ) due and payable

according to the terms of Notes of even date

with interest thereon from \_\_\_\_\_ date \_\_\_\_\_ at the rate of ten (10%) per centum per annum, to be paid: according to said Notes

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee 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 Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, and being more particularly described on Exhibit

"A" attached hereto and by reference made a part hereof.

The terms and provisions of that certain Release Rider attached hereto as Exhibit "B" are incorporated herein and made a part hereof.

Lincoln of South Carolina, Inc.

Being a portion of the same property conveyed to the Grantor/by deed of Richard F. Watson, Jr. and Southeast First National Bank of Miami, as Trustee under the Will of Evelyn P. Watson recorded October 7, 1980 in Deed Book 1134, at Page 987.

Being a portion of the same property conveyed to the mortgagor herein by deed of Lincoln of South Carolina, Inc., of even date, to be recorded herewith.

RECORDED  
DEPARTMENT OF REVENUE  
STATE OF SOUTH CAROLINA  
JAN 16 1989  
118.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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