

MORTGAGE OF REAL ESTATE—Office of Writings, Books, Maps & Plans, Greenville, S. C.

DONNA E. FANNERSLEY  
P. H. C.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

MORTGAGE

BOOK 1537 PAGE 861

TO ALL WHOM THESE PRESENTS MAY CONCERN: Lewis Plaza Associates Limited

Partnership (hereinafter referred to as Mortgagor) SEND (S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto Profit Sharing Plan and Trust of Haynsworth, Baldwin & Miles, Attorneys at Law, P.A. (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 Thousand

-----DOLLARS (\$ 200,000.00 )  
with interest thereon from date at the rate of 12 per centum per annum, said principal and interest to be repaid as follows: On or before April 1, 1991, with interest payable on the outstanding principal balance at the rate of Twelve (12%) percent per annum monthly, in arrears, beginning on May 1, 1981, plus additional interest at maturity or upon prepayment, as set forth in the aforesaid Promissory Note. Mortgagee agrees to subordinate the aforesaid Note and this Mortgage to the payment of any other indebtedness incurred by Mortgagor, subject to the restrictions contained in such Note.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon: That certain piece, parcel or lot shown on plat prepared by Dalton and Neves Engineers in April, 1948 recorded in the RMC Office for Greenville County at Plat Book S, Page 100 on May 23, 1949, identified on said plat as property of Lewis Plaza Inc. and having the following metes and bounds: Beginning at a point at the Southeastern intersection of Lewis Drive East and extending thence N. 62-33 W. 124 feet; thence S. 5-05 E. 79.4 feet; thence N. 62-57 W. 163.6 feet; thence N. 23-45 E. 65 feet to point of beginning; and, also, all of that portion of property identified on said plat as First Street which is east of the intersection of First Street and Lewis Drive East, which portion of First Street was never opened to the public, all subsequent plats recorded with respect to such property showing First Street terminating at its intersection with Lewis Drive East.

Also, that certain piece, parcel or lot identified as "Parcel No. 7" on plat of Lewis Plaza prepared by Piedmont Engineers & Architects dated February 21, 1966 and recorded in Plat Book JJJ, Page 124, less the southern portion of such parcel which was deeded to Thomas Runge Martin by Deed recorded at Volume 884, Page 525 on February 19, 1970

Also, those certain pieces, parcels or lots identified as "Parcel No. 3", "Parcel No. 4", "Parcel No. 5" and "Parcel No. 6" on the aforesaid plat recorded in Plat Book JJJ, Page 124; Grantor conveys to Grantee all of its interest in and rights to party walls at the boundary of Parcel No. 3 and Parcel No. 2 on such plat and on the boundary of Parcel No. 4 and property identified on said plat as "S.C.N. Bank" and Grantor makes this conveyance subject to the party wall rights of the owners of such adjoining parcels.

4 Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or 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 and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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