

First Mortgage on Real Estate

3 22 AM '81

DONN... WYERSLEY

MORTGAGESTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: McDaniel Associates

, a general partnership existing under the
laws of the State of South Carolina, (hereinafter referred to as Mortgagor)

SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto CAROLINA FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, Greenville, S. C., (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note(s) of even date herewith, the terms of which are incorporated herein by reference, in the sum of Seven Hundred Eighty Thousand and 00/100

DOLLARS (\$780,000.00), with interest thereon as provided in said promissory note(s), said principal and interest to be paid therein stated, and

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 purpose, and

WHEREAS, the unpaid balance of said debt or debts, if not sooner paid, shall be due and payable
June 18, 1983.

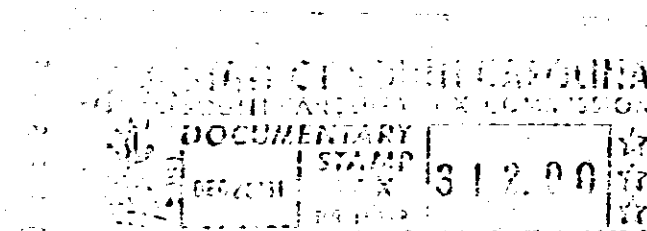
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and to secure the performance of all covenants, conditions, stipulations and agreements contained herein and/or in any other document given by the Mortgagor to the Mortgagee in connection therewith, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee 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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, designated as Parcel D and as "Road R-W to be sold" on a Survey prepared by W. R. Williams, Jr., initially titled "Survey for City of Greenville, Community Development", last revised on August 24, 1981, and having, according to such revised survey, the following metes and bounds, to wit:

BEGINNING at an iron pin located on the southern side of the right of way of East Broad Street, said pin also marking the northernwesternmost point of the strip of property deeded to McDaniel Associates by the City of Greenville from the former right of way of East Broad Street; thence along the present right of way of East Broad Street S. 71-00 E. 336.9 feet to an iron pin; thence S. 86-00 E. 21.4 feet to an iron pin; thence S. 70-01 E. 160.5 feet to an iron pin; thence N. 33-54 E. 1.7 feet to an iron pin; thence S. 56-16 E. 138.9 feet to an iron pin; thence S. 49-03 E. 142.9 feet to an iron pin; thence S. 32-56 E. 100 feet to an iron pin; thence S. 15-25 E. 39.1 feet to an iron pin; thence S. 11-39 W. 44 feet to a concrete monument; thence turning and leaving the right of way of East Broad Street N. 71-57 W. 64.5 feet to an iron pin; thence N. 69-27 W. 59.7 feet to an iron pin; thence N. 22-07 W. 98.0 feet to an iron pin; thence N. 73-52 E. 247.0 feet to an iron pin; N. 71-15 W. 349.4 feet to an iron pin; thence N. 9-06 W. 172.0 feet to an iron pin; thence N. 20-07 E. 9.8 feet to the point of BEGINNING.

According to said survey, the parcel described above includes 2.4 acres (within the boundaries of "Parcel D") plus 7,421.4 sq. ft. (within the old road right of way).

Derivation: Deed to Mortgagor from the City of Greenville recorded in Deed Book 1159 at page 653, and in Deed Book 1159 at page 811, on December 23, 1981.

**COMMERCIAL MORTGAGE**