

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
S. C.
PH '82
FRSLEY

MORTGAGE
OF
REAL PROPERTY

THIS MORTGAGE, executed the ... 1st ... day of ... March ... 19 82 ... by Naegele Outdoor Advertising Company of Greenville... (hereinafter referred to as "Mortgagor") to First National Bank of South Carolina (hereinafter referred to as "Mortgagee") whose address is ... The First National Bank of Saint Paul, ("Mortgagee"), 332 Minnesota Street, St. Paul, Minnesota 55101 and Continental Illinois National Bank and Trust Company of Chicago ("Continental"). (The references to Mortgagee shall mean the First National Bank of Saint Paul for **WITNESSETH:** itself and as agent for Continental).

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of ^{two} promissory notes including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated March 1, 1982 one to Continental and one to First Saint Paul ^{collectively} for the principal amount of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$175,000) Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that piece, parcel or tract of land, situate, lying and being in the City and County of Greenville, State of South Carolina, on the southern side of Woods Lake Road and being known and designated as Tract B on a plat prepared for Lowndes Hill Realty Company by Carolina Surveying Company, dated June 5, 1972, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Woods Lake Road at the joint corner of Tract B and property now owned by Rudolph Investment Corp., and running thence along the southern side of Woods Lake Road, N. 88-44 W 200 feet to an iron pin at the joint front corner of Tracts A and B; thence along the joint line of said Tracts, S. 15-09 W. 237 feet to an iron pin at the joint rear corner of said Tracts; thence S. 88-44 E. 200 feet to an iron pin in the line of property now owned by Rudolph Investment Corp.; thence along the line of said property, N. 15-09 E. 237 feet to an iron pin, the point of beginning, and containing 1.05 acres, more or less.

This is the same property conveyed to the Mortgagor herein by deed of Creative Displays, Inc., A Delaware Corporation, dated March 1, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1163, at Page 600, on March 9, 1982.

ALSO: ALL that certain piece, parcel or lot of land, excluding all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 8 on plat of OAKWAY, dated December 28, 1965, prepared by Carolina Engineering & Surveying Company, recorded in the RMC Office for Greenville County, S. C. in Plat Book JJJ, at Page 107, and having, according to a more recent plat entitled "Survey for Naegele Outdoor Advertising Company of Greenville, A Minnesota General Partnership", dated February 25, 1982, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 8-4, at Page 32, the following metes and bounds:

(See Addendum attached hereto)
TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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