

State of South Carolina

County of GREENVILLE

Mortgage of Real Estate



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S. C.  
APR '82  
SLEY

THIS MORTGAGE made this 29th day of April, 19 82,  
by 385 REALTY CO., a General Partnership and EVER-NEED MERCHANDISING SERVICE, INC.

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is Post Office Box 1329, Greenville,  
South Carolina

WITNESSETH:

THAT WHEREAS, 385 Realty Co., a General Partnership and Ever-Need Merchandising Service, Inc. is indebted to Mortgagee in the maximum principal sum of SIX HUNDRED FIFTY THOUSAND and no/100 Dollars (\$ 650,000.00), which indebtedness is evidenced by the Note of 385 Realty Co., a General Partnership of even date herewith, said principal together with interest thereon being payable as provided for in said Note, the final maturity of which is due upon demand after the date hereof, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof; and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 650,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

All those certain pieces, parcels or tracts of land located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Parcels A, B, C & D on Plat entitled "Property Survey for John Alexander", prepared by Arbor Engineering, Inc., dated April 21, 1982, and having, according to said survey, the following metes and bounds, to wit:

BEGINNING at a nail and cap on the northeastern edge of the right-of-way of Congaree Road (as the same has been recently relocated), and running thence, along the edge of said right-of-way, S 22-46 E, 10.58 feet to a new iron pin; thence S 22-45 E, 73.41 feet to a new iron pin; thence S 27-13 E, 107.11 feet to a new iron pin; thence S 37-08 E, 134.13 feet to a new iron pin; thence S 42-37 E, 172.21 feet to a new iron pin; thence leaving said right-of-way and running N 43-57 E, 501.96 feet, along the finished face of the stone veneer of a new building, to a new iron pin on the western edge of the right-of-way of U.S. Highway I-385, thence along said right-of-way N 42-27 W, 47.56 feet to a new iron pin and N 45-41 W, 64.05 feet to a new iron pin; thence S 43-56 W, 60.88 feet to a point; thence along the line through a building, along the face of a brick wall of the original Alexander Warehouse building S 43-56 W, 204.59 feet to a point in the exterior finished face of the stone veneer surface of the new addition to be used as an Alexander's Warehouse Showcase, thence along the exterior finished face of the stone veneer, N 46-00 W, 115.79 feet to a point; thence S 46-22 W, 51.13 feet to an old iron pin in the line of property now or formerly of Robert G. Brown, Jr., et al., thence with the line of said property S 44-07 W, 105.21 feet to a new iron pin; thence N 42-06 W, 240.77 feet to a new iron pin; thence N 42-06 W, 13 feet to a nail and cap; thence S 44-26 W, 2.28 feet to a nail and cap on the eastern edge of the right-of-way of Congaree Road, as relocated, the point and place of beginning.

Together with all of the right, title and interest of the Mortgagor, 385 Realty Co., a General Partnership, in and to the use of a party wall created by instrument of even date with Ever-Need Merchandising Service, Inc.

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):

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