

R.M.C. Office for Greenville County, South Carolina, in Plat Book O, Page 123, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint rear corner of Lots 17 and 18, and running thence N 6-47 W 204.7 feet to a iron pin in the line of Lot No. 16; thence with the joint line of Lots Nos. 16 and 17, S 84-30 E 277.5 feet to a iron pin; thence through Lot No. 17, a new line, S 3-00 E 204.3 feet to an iron pin in the line of Lot No. 18; thence with the joint line of Lots Nos. 17 and 18, N 84-30 W 261.7 feet to the point of beginning.

IT BEING THE SAME PREMISES which A. SHEFTEL AND SONS, INC., a Pennsylvania corporation, by its deed dated the 27th day of May, 1980 and intended to be recorded in the RMC Office for Greenville County, South Carolina immediately prior to this Mortgage, granted and conveyed unto BELHAM ASSOCIATES, a general partnership consisting of MILTON S. SHEFTEL, HAROLD H. SHEFTEL, RONNIE L. SHEFTEL and RUTH SHEFTEL, Mortgagor herein.

THIS IS A PURCHASE MONEY MORTGAGE.

Together, with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold, all and singular the said premises unto the said A. SHEFTEL AND SONS, INC. its successors and assigns.

This conveyance is made subject to existing easements, rights of way and restrictions of record, if any, as may be applicable to the subject premises.

And BELHAM ASSOCIATES, a general partnership consisting of MILTON S. SHEFTEL, HAROLD H. SHEFTEL, RONNIE L. SHEFTEL and RUTH SHEFTEL, and its successors and assigns, does hereby agree to be bound to procure or execute any further necessary assurances of title to the said premises and also to warrant and forever defend all and singular the said premises unto the said A. SHEFTEL AND SONS, INC. its successors and assigns, from and against BELHAM ASSOCIATES and its successors and assigns, and all other persons lawfully claiming or to claim the same or any part thereof.

And it is agreed, by and between the parties hereto, that the said Mortgagor, its successors and assigns, shall keep the buildings erected, or to be erected on said premises, insured against loss and damage by fire, with loss made payable to the said Mortgagee, for an amount not less than One Hundred Ninety-five Thousand (\$195,000.00) Dollars in such company as shall be reasonably approved by the said Mortgagee, its successors and assigns, and shall deliver the policy to the said Mortgagee, and in default thereof, the said Mortgagee, its successors and assigns may effect such insurance and reimburse themselves under this Mortgage for the expense thereof, with interest thereon from the date of its payment.

And it is further agreed that in the event of other insurance and contribution between the insurers, that the said Mortgagee, its successors and assigns, shall be entitled to receive from the aggregate of the insurance monies to be paid, a sum equal to the amount of the debts secured by this Mortgage.

And it is agreed, by and between the said parties, that if the said Mortgagor, its successors or assigns, shall fail to pay all and any taxes and assessments upon the premises when the same shall first become payable, then the said Mortgagee, its successors and assigns, may cause the same to be paid together with all penalties and costs incurred thereon, and reimburse themselves under this Mortgage for the sums so paid, with interest thereon from the date of such payment.

And it is agreed, by and between the said parties, that upon default being made in the payment of principal or interest or any part or installment thereof as stipulated in the said Mortgage Note, or in the payment of the insurance premiums, or of the taxes, or of the assessments hereinabove mentioned, when the same shall severally become payable and, as to the last three (3) items, upon such default continuing for the space of ten (10) days after notice from the Mortgagee, its successors or assigns, or (in case of payment by the Mortgagee as herein allowed) upon the Mortgagor's failing for a like period to make good such default by repayment - then the entire amount of the debt secured or intended to be secured hereby shall become due at the option of the said Mortgagee, its successors or assigns, although the period for the payment thereof may not then have expired.

And it is agreed, by and between the said parties, that should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Mortgagee, its successors or assigns, shall have

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