

MORTGAGE OF REAL ESTATE—Office of Wyehe, Duggan, Freeman & Farham, P.A. Greenville, S. C.

GREENVILLE CO. 4 09 Ft. '84
DONORS: C. L. WILKINSLEY R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: LYNN F. SCHWEBACH and

JERE M. WAGNER (hereinafter referred to as Mortgagor) SEND (S) GREETING:
HAYWOOD MALL, INC., a Georgia Corporation
and BELLKETHER PROPERTIES, L.P., a New
York Limited Partnership, a joint venture
doing business under the name of Haywood
Mall Associates

WHEREAS, the Mortgagor is well and truly indebted unto the Mortgagor (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 One Hundred Fifty-Five Thousand and No/100 DOLLARS (\$155,000.00) with interest thereon from date at the rate of 11 per centum per annum, said principal and interest to be repaid as follows: ~~Entire principal and interest shall be due on the earlier of December 30, 1984 or one year from the commencement of construction on the site.~~

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according to the terms and provisions of a promissory note of even date herewith which is attached hereto and incorporated herein for all purposes by reference.

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:

ALL that piece, parcel or lot of land lying and being in the City and County of Greenville, State of South Carolina and being shown as 0.52 acres on a survey for Lynn F. Schwabach prepared by W. R. Williams, Jr., R.L.S., dated December 27, 1983, being recorded in the RMC office for Greenville County in Plat Book _____ Page _____ and having according to said survey the following metes and bounds to-wit:

BEGINNING at an iron pin at the southeastern intersection of Webb Road and Woods Crossing Road and running thence along the southern side of Woods Crossing Road N 75-10 E 34.6 feet to an iron pin; thence N 68-46 E 101.58 feet to an iron pin; thence N 64-20 E 23.1 feet to an iron pin; thence turning and running along property now or formerly of Silk-Simpson Company, S 25-53 E 109.88 feet to an iron nail; thence S 70-23 W 200.0 feet to an iron nail on the east side of Webb Road; thence running along the eastern side of Webb Road N 22-38 W 20.36 feet to an iron pin; thence N 21-07 W 150 feet to an iron pin; thence with the southeastern intersection of Webb Road and Woods Crossing Road, N 23-14 E 35.53 feet to the point of beginning.

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STATE OF SOUTH CAROLINA
DOCUMENTS
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