State of South Carolina,

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COUNTY OF GREENVILLE

May of December 196

THIS MORTGAGE, made the 3rd day of December , 19 63, between REX L. CARTER, LEO H. HILL AND RALPH BAILEY, JR.

of the County of Greenville , State of South Carolina , hereinafter called Mortgagor, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, having its principal office in Newark, New Jersey, hereinafter called Mortgagee,

WHEREAS, Mortgagor is indebted to Mortgagee for money loaned, to secure the payment of which Mortgagor has executed and delivered to Mortgagee a note of even date herewith, in the principal sum of FIFTY THOUSAND AND

no/100---- Dollars (\$ 50,000.00), payable to the order of Mortgagee at its aforesaid principal office or at such other place as the holder thereof may designate in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the first day of December 19 78 to which note reference is hereby made.

NOW, THEREFORE, Mortgagor, in consideration of the aforesaid debt, and also in consideration of the further sum of Three Dollars to him in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said indebtedness as in said note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, the following described real estate situated in the City of Greenville, Greenville County, South Carolina:

All that certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as a portion of lot 3 on plat of property of LAW BUILDING, INC., recorded in the RMC office for Greenville County in Plat Book PP at Page 95, and having according to a more recent survey by H. C. Clarkson, Jr. dated October 20, 1963 to have the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Broadus Avenue at the joint front corner of a 18 foot easement for a driveway, and the property of the mortgagors, said pin being 174 feet south of the intersection of Broadus Avenue and East North Street, and running thence with Broadus Avenue, S. 15-15 E. 82 feet to iron pin; thence S. 76-45 W. 115.86 feet to iron pin; thence N. 13-15 W. 81.94 feet to iron pin on a 18 foot easement for a driveway; thence with said easement, N. 76-45 E. 113 feet to the point of beginning.

TOGETHER with a perpetual easement, in common with the grantor (its successors and assigns), and all others now having or hereafter acquiring from or through the grantor a like or similar right, over and across:

- (a) A strip of land 18 feet in width beginning at Broadus Avenue and running in a westerly direction, therefrom along the northern boundary of the above described lot and beyond, a total distance of 125 feet; and
- (b) A strip of land twelve feet in width beginning at the southern boundary of the aforementioned strip of land 18 feet wide and running in a southerly direction therefrom, along the western boundary of the above described lot a distance of 64 feet.

The MORTGAGOR further covenants that the parking area and drives containing 12 parking spaces, shall be maintained constantly and that without the prior written consent of the mortgagee, no buildings or other structures shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the security, and further agrees that violation of this covenant shall be an event of default in this mortgage for which the mortgagee may, at its option, declare the entire indebtedness due and payable.