JUN 9 2 53 PM 1965 BOOK 997 PAGE 305

MORTGAGE OF REAL ESTATE—Offices of Love, Thornton & Arnold, Attorneys at Law, Greenville, S. C. OLLIE FAMISWORTH

_R. M.C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Nalley Commercial . Properties, Inc.

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto James Talcott, Inc:

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even dete herewith, the terms of which are incorporated herein by reference, in the sum of

Two Million and No/100 - - - - - - -DOLLARS (\$ 2,000,000.00 with interest thereon from date at the rate of Six per centum per annum, said principal and interest to be repaid:

Payable one year from date, with full privilege of anticipation upon at least thirty days prior written notice, interest to be computed and paid monthly, commencing August 1, 1965.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced 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 successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville and being more fully described by a plat to be recorded of Property of Nalley Commercial Properties, Inc. dated April 1965 and prepared by Jones Engineering Service and having according to said plat the following metes and bounds, to-wit:

BEGINNING at the intersection of Sulpher Springs Road and Hunts' Bridge Road and running thence along Sulpher Springs Road S. 59-51 W. 100 feet; thence S. 58-12 W. 100 feet; thence S. 56-44 W. 100 feet; thence continuing along Sulpher Springs Road S. 55-06 W. 354.8 feet to an iron pin on the right of way of Farr's Bridge Road; thence along Farr's Bridge Road S. 50-38 E. 163.7 feet; thence S. 53-11 E. 100 feet; thence S. 55-16 E. 100 feet; thence N. 48-15 E. 213.2 feet; thence S. 39-30 E. 215 feet; thence S. 65-00 E. 56 feet; thence N. 58-30 E. 127.8 feet on the right of way of Hunts' Bridge Road; thence along Hunts' Bridge Road N. 22-36 W. 191.7 feet; thence N. 22-27 W. 100 feet; thence N. 19-04 W. 100 feet; thence N. 15-53 W. 100 feet; thence N. 13-23 W. 100 feet to the point of beginning.

Being the same property conveyed to the Mortgagor herein by Sam L. Riggins by deed recorded in Deed Book 770 at Page 203.

It is understood and agreed that this mortgage is junior and second in lien to a mortgage to Cameron Brown Company in the amount of \$250,000.00 to be recorded.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 15 PAGE 729 SATISFIED AND CANCELLED OF RECORD AT 2:30 O'CLOCK P. M. NO. 31168