

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, Pleasantburg Shopping Center, Inc.

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fred S. Curdts and James W. Curdts

(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 Four Hundred Fifty-nine Thousand Six Hundred Thirty-four and 50/100----- Dollars \$ 459,634.50 due and payable in monthly installments of \$4,661.90 beginning May 1, 1976 and continuing on a like day of each month thereafter until paid in full with payment first to interest and balance to principal, without right of anticipation

with interest thereon from date at the rate of nine per centum per annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 at the intersection of Laurens Road (U.S. #276) and South Pleasantburg Drive (S.C. #291), and being more fully described in accordance with plat made for Pleasantburg Shopping Center, Inc. dated April 21, 1976 by J. L. Montgomery III, R.L.S., to-wit:

BEGINNING at an iron pin at the intersection of Laurens Road and Shoppers Drive and running thence along Shoppers Drive S. 34-29 W. 300 feet to point; thence N. 55-31 W. 238.7 feet to point; thence N. 34-29 E. 300 feet to point; thence S. 55-31 E. 238.7 feet to point, being the point of beginning.

ALSO: Beginning at the intersection of Liberty Lane and Shoppers Drive and running thence along Shoppers Drive N. 34-29 E. 184.5 feet to point; thence S. 55-31 E. 65 feet to point; thence S. 34-29 W. 193.4 feet to point on Liberty Lane; thence along Liberty Lane N. 46-44 W. 65.6 feet to a point, being the point of beginning.

ALSO: Beginning at the intersection of Greenacre Road and Liberty Lane, and running thence along the Southern side of Liberty Lane S. 55-31 E. 465.3 feet to point; thence indent Southwestward 6.8 feet; thence S. 55-31 E. 76 feet; thence project Northeast 6.8 feet; thence S. 45-11 E. 89 feet to point; thence S. 35-12 E. 45.3 feet to point; thence S. 31-46 E. 178.6 feet to point; thence S. 13-39 E. 18.9 feet to point; thence S. 14-26 W. 23.3 feet to point, running along S. Pleasantburg Dr. and continuing S. 21-32 W. 162.7 feet to point; thence N. 56-11 W. 496.45 feet, more or less, to point; thence S. 34-34 W. 210.15 feet to point; thence North to point on Northern side of West Antrim Drive; thence along Antrim Drive N. 56-03 W. 255.1 feet to point; thence N. 56-03 W. 15.1 feet to point; thence N. 49-02 W. 68.7 feet to point; thence N. 2-50 E. 72.7 feet to point on Greenacre Road; thence along Eastern side of Greenacre Road N. 30-18 E. 143.4 feet to point; thence N. 31-30 E. 300.38 feet to point, being point of beginning.

Also, the below described property is only mortgagor's lessees interest: Commencing at the intersection of South Pleasantburg Drive and Liberty Lane, and running thence N. 28-41 W. 32.8 feet; thence N. 54-34 W. 23.6 feet along Liberty Lane, and continuing along Liberty Lane N. 32-0 W.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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