conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever,

ALL the right, title and interest of the Mortgagor, as Lessee, in and to that certain Agreement of Lease between U.S.I.F. Bell Towers Corp., a South Carolina corporation, as Landlord, and Bell Tower Shopping Center of Greenville, Inc., a South Carolina corporation, as Tenant, dated as of May 15, 1969 and modified October 21, 1970 and any other further modifications and amendments thereto, including any extensions thereof, a memorandum of which lease having been recorded in the R.M.C. Office for Greenville, South Carolina on November 13, 1970 in Deed Book 902 at page 520, which interest as Tenant was assigned by Bell Tower Properties, Inc. (formerly known as Bell Tower Shopping Center of Greenville, Inc.) to the Mortgagor by an Assignment of Lease dated as of January 1, 1977, which Assignment of Lease is about to be recorded in the R.M.C. Office for Greenville, South Carolina immediately prior to the recording of this mortgage, affecting the following described property:

All that piece, parcel or tract of land situate, lying and being on the Western side of Church Street, in the City of Greenville, County of Greenville, State of South Carolina, known and designated as Tract A as shown on a plat entitled "Bell Tower Shopping Center", prepared by Piedmont Engineering Service, dated January, 1962, revised August 12, 1964, and July 15, 1968, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Western side of Church Street at the Northwestern corner of Church Street and University Ridge (as relocated) and running thence with the Northern side of said University Ridge (as relocated) N. 85-33 W. 1385.55 feet to the Eastern side of Howe Street (as relocated); thence with the Eastern side of said Street (as relocated) the following courses and distances: N. 24-44 W. 180.8 feet to an iron pin, thence N. 16-58 E. 200.45 feet to an iron pin, thence N. 20-51 E. 431.8 feet to an iron pin, thence N. 30-47 E. 126 feet to an iron pin; thence N. 68-48 W. 69 feet to an iron pin on the North side of University Ridge; thence N. 30-42 E. 20.5 feet to an iron pin, thence N. 44-34 E. 111.5 feet to an iron pin, thence N. 52-45 E.130.9 feet to an iron pin, thence N. 73-09 E. 117.6 feet to an iron pin, thence N. 82-23 E. 111.9 feet to an iron pin, thence S. 85-25 E. 213.8 feet to an iron pin, thence S. 76-35 E. 210.3 feet to an iron pin, thence S. 70-22 E. 206 feet to an iron pin, thence S. 65-57 E. 206.1 feet to an iron pin, thence S. 61-34 E. 207.2 feet to an iron pin, thence S. 55-15 E. 161 feet to an iron pin on the Western side of Church Street; thence with the Western side of Church Street S. 20-35 W. 40 feet, more or less, to a point, thence S. 69-25 E. 22 feet to a point, thence S. 20-35 W. 30 feet, more or less, to a point; thence S. 20-35 W. 777.02 feet to the point of beginning.

## THIS IS A PURCHASE MONEY MORTGAGE.

BEING the same premises for which 10th Carolina Realty Associates, the Mortgagor herein, received an Assignment of Lease from Bell Tower Properties, Inc. (formerly known as Bell Tower Shopping Center of Greenville, Inc.), a South Carolina corporation, which Assignment of Lease was executed on May 24, 1977 as of January 1, 1977 and which Assignment of Lease is intended to be recorded simultaneously herewith; the said Bell Tower Properties, Inc. (formerly known as Bell Tower Shopping Center of Greenville, Inc.), a South Carolina corporation, having leased the same premises from U.S.I.F. Bell Towers Corp., a South Carolina corporation, pursuant to a certain lease dated as of May 15, 1969 and modified October 21, 1970, a memorandum of which lease having been recorded in the R.M.C. Office for Greenville, South Carolina on November 13, 1970 in Deed Book 902 at page 520.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the said Mortgagee and to Mortgagee's proper use and benefit foreign.

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