Previolent Not Assume 68: 5150 Bovenieure Sequence 30.5.0. Chattanorga, TEANESSEEDING 30 PH 182

200x 1590 135417

STATE OF SOUTH CAROLINA

GREENVILLE COUNTY OF

REAL ESTATE MORTGAGE

TO WHOM THESE PRESENTS MAY CONCERN:

STEWART SQUARE, a General Partnership, (hereinafter referred to as Mortgagor), SENDS GREETINGS:

WHEREAS, Mortgagor is well and truly indebted unto PROVIDENT NATIONAL ASSURANCE COMPANY, (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 Hillion Two Hundred Fifty Thousand and No/100 (\$1,250,000.00) Dollars with interest thereon from date until paid, said principal and interest to be repaid as more particularly set forth in said note, specifically to be repaid in 59 equal monthly payments of Fourteen Thousand Eighty-Seven and No/100 (\$14,087.00) Dollars, with all unpaid balances of principal and interest to be due and payable no later than JAN._1___, 1988.

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 their account by the Mortgagee, and also in consideration of the further sum of Three and No/100 (\$3.00) Dollars 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, all the Mortgagee's right, title and interest in and to that piece, parcel or lot of land, with all improvements thereof, or hereafter constructed thereon, being described in Schedule "A", attached hereto and incorporated by reference herein.

ALSO, all improvements, appurtenances, easements, fixtures, whether detachable or not, equipment, heating and cooling systems, furnishings and personal property owned by the Mortgagor and located upon said parcel of land, together with all attachments thereto, and any additions, substitutions or accretions to the same belonging in any way incident or appertaining.

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 a leasehold estate in and to the premises hereinabove described in fee simple absolute and as otherwise hereinafter set forth, that it has good right and lawful authority to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever unless the same shall be specifically excepted herein. The Mortgagor further binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor, its successors and assigns, and any other persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

TATE OF SOUTH CAROLINA DOCUMENTÁRY

82