MORTGAGE OF REAL ESTATE-Office of Wyche, Burgess, Freeman & Parham, P.A. Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILDENS:

A)35 PH '84 COUNTY OF GREENVILDENT

SECOND

TO ALL WHOM THESE PRESENTS MAY CONCERN: Mrs. Winner's of South

Carolina, Inc.

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

SCL I Limited Partnership (Mortgagee)

WHEREAS, the Mortgagor ix walk and trady and the brack work desires to secure Mortgagee, MYNNAX WAXXXX SCL I Limited Partnership, with respect to certain guarantees of Mortgagee relating to the within described property. This mortgage is being given by Mortgagor to Mortgagee to secure the Mortgagee and its Partners for guarantees of certain indebtedness of Mortgagor to American Federal Savings and Loan Association in the original principal amount of \$281,250 secured by a first mortgage dated October 22, 1982, recorded in the R.M.C. Office for Greenville County, S.C. in Mortgage Book 1584 at Page 947, it being understood*

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 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 heirs, successors and assigns the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

*and agreed that failure of Mortgagor to make any payment due under said first mortgage shall constitute a default hereunder.

ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, Greenville County, South Carolina, containing 1.4 acres and having according to a plat of property of "First Piedmont Mortgage Company" dated February 17, 1982, revised August 2, 1982, the following metes and bounds, to-wit:

BEGINNING at a new iron pin on the northeastern corner of Greenland Drive at the intersection with Frontage Road and running thence with the line of Frontage Road N. 1-11 E. 167.0 feet to an old iron pin in the edge of a 38 foot easement; thence turning and running along the edge of said 38 foot easement N. 80-29 E. 232.36 feet to a point on the line of property now or formerly of First Piedmont Mortgage Company (U.S. Shelter Corp.); thence with the line of said property S. 49.33 E. 276.05 feet to a point on the edge of the right-of-way of Greenland Drive; thence turning and running along the northern edge of the right-of-way of Greenland Drive the following courses and distances: N. 88-51-30 W. 88.27 feet to a point; S. 85-37 W. 81.8 feet to a new iron pin; S. 85-28 W. 7.7 feet to a new iron pin; S. 80-47 W. 96.4 feet to a new iron pin; S. 85-51 W. 80.9 feet to a new iron pin; N. 89-40 W. 79.4 feet to a new iron pin, the point of beginning.

Mortgagor hereby grants to Mortgagee an easement for ingress and egress 38 feet wide as shown on said plat, said easement being located adjacent to and extending the entire length of the northern line of the property being conveyed herein, it being understood and agreed that said easement shall be an easement appurtenant and shall run with the property being conveyed herein and shall enure to the benefit of Mortgagee's successors and assigns.

(continued on reverse side)

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and any other equipment or 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.