BOOK 1505 PAGE 324

dl93-03-0075/62

BOOK 79 1814

MORTGAGE

THIS MORTGAGE, dated as of the 1st day of March, 19 82, by and between J & B Investment Company, A South Carolina General Partnership (hereinafter jointly called "the Mortgagor"), and UNITED VIRGINIA MORTGAGE CORPORATION, a Virginia corporation (hereinafter called "UVMC"), recites and provides:

The Mortgagor has made a mortgage note of even date herewith (hereinafter called "the Note"), payable to UVMC or order, in which the Mortgagor waived the benefits of the Homestead Exemption, in the original principal amount of $42,200.00, bearing interest at a rate of 17.75 percent (17.75%) per annum such principal and interest to be payable in full by the Mortgagor in monthly installments as follows: $880.79 Dollars on the 15th day of April, 19 82, and a like amount on the same day of each and every month thereafter for eighty-three (83) months, except that the last installment shall be $880.79; provided, however, that if not sooner paid, the balance of such principal amount together with interest thereon shall be due and payable in full on the 15th day of March, 19 89.

NOW THEREFORE, the Mortgagor hereby grants and conveys to UVMC, its successors and assigns to secure the payment of the Note, all additional sums, with interest thereon, advanced under the Note and this Mortgage, and the performance of the covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage, in fee simple, with General Warranty and English covenants of title, the following property together with all improvements thereon and appurtenances thereunto belonging, all situated in the County of Greenville, South Carolina (hereinafter called "the Real Estate"):

ALL that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the Northeastern side of Cunningham Road, containing 6.29 acres, more or less, as shown on plat entitled Compiled Plat for J. Bearden Brown and Carolyn C. Brown, dated January 27, 1982, and prepared by Williams & Plumblee, Inc., and recorded in the RMC Office for Greenville County, S. C. in Plat Book 8-V, at Page 83, and having, according to said plat, the following metes and bounds:
(See Addendum attached hereto)

TO HAVE AND TO HOLD unto UVMC, its successors and assigns, forever, together with all buildings, improvements, fixtures and appurtenances now or hereafter erected on the Real Estate, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto, all additions, substitutions and accessions thereto or therefor and replacements thereof, including, but not limited to, all apparatus, equipment, fixtures, or articles whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, shall not constitute a surrender by the Mortgagor of the Leases and all other rights of contract and otherwise until an event of default hereunder as hereinafter defined and an acceleration of the Note, but such rents, issues, profits, revenues, royalties, rights of contract and otherwise may, notwithstanding such assignment, be exercised and enforced by the Mortgagor until such an event of default and acceleration of the Note.

The Real Estate together with the Leases and all other rights and property hereinabove granted and conveyed shall hereinafter be referred to as "the Properties".

Furthermore, this Mortgage shall be, for the benefit of the Noteholder, a Security Agreement pursuant to the provisions of Title 36-9-101 et seq. of the Code of South Carolina, as amended.

1. Affirmative Covenants of the Mortgagor.

The Mortgagor covenants and agrees as follows:

(a) Payment of the Note. The Mortgagor shall pay the principal of and the interest on the Note when and as the same shall become due.

(b) Performance of Covenants. The Mortgagor shall at all times fully perform and comply with all covenants, agreements, terms, conditions and warranties contained in the Note and this Mortgage.

Witness: W. B. Markley

Date: 4/4/83

FILED
MAR 18 1983
10 11 AM '83
R.M.C. GREENVILLE CO. S. C.

LAW OFFICES
Mitchell & Ariail
111 Manly Street
Greenville, S. C. 29601

26111001 7332