

CORPORATE MORTGAGE OF REAL ESTATE

1328 451

State of South Carolina)

County of GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Riverbend Apartments Limited Partnership, a ~~corporation~~ ^{limited partnership} organized and existing

under and by virtue of the laws of the State of South Carolina hereinafter called the Mortgagor SEND GREETING:

WHEREAS, the said Mortgagor Riverbend Apartments Limited Partnership, in and by a certain promissory note in writing, of even date with these Pres. is well and truly indebted to THE SOUTH CAROLINA NATIONAL BANK Columbia, South Carolina hereinafter called the Mortgagee, a national banking association, in the full and just sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars, with interest from the date hereof at the rate of Twelve per centum (12%) per annum on the unpaid balance until paid. The said principal and interest shall be payable at the office of THE SOUTH CAROLINA NATIONAL BANK Columbia, South Carolina in _____, South Carolina or at such other place as the holder hereof may designate in writing,

Interest shall be payable monthly, with the first interest payment due and payable on January 1, 1975 and subsequent interest payments due and payable the first of each month thereafter until maturity. The principal balance of the note shall be payable on demand but, in any event, shall be payable in full on May 25, 1975.



All installments of principal and all interest are payable in lawful money of the United States of America; and in the event default is made in the payment of any installment or installments, or any part thereof, as therein provided, the same shall bear simple interest from the date of such default until paid at the rate of ~~seven and one-half~~ ^{twelve (12%)} per centum per annum.

And if at any time any installment or portion of principal or interest shall be past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole sum of the principal of said note remaining at that time unpaid together with the accrued interest, shall become immediately due and payable, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and if said note, after default, should be placed in the hands of an attorney for suit or collection, or if, at any time, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note and mortgage in the hands of an attorney for any legal proceedings; then and in either of such cases the mortgagor promises to pay all costs and expenses including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, That the said mortgagor, in consideration of the said debt and sum of money afore-said, and for the better securing the payment thereof to the said THE SOUTH CAROLINA NATIONAL BANK Columbia, South Carolina according to the terms of the said note, and also in consideration of the further sum of THREE DOLLARS, to the said mortgagor in hand well and truly paid by the said THE SOUTH CAROLINA NATIONAL BANK Columbia, South Carolina at

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