

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN.

WHEREAS, Holly Tree Plantation, a Limited Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto James P. McNamara

(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

Thirty Thousand Six Hundred Forty and 96/100-----Dollars (\$ 30,640.96) due and payable ninety days from date

with interest thereon from date at the rate of 9 percentum per annum, to be paid monthly

WHEREAS the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagee'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 for the making and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents hereunto he again sell and release unto the Mortgagee, its successors and assigns

All thoses pieces, parcels or lots of land situate, lying and being in Austin Township, Greenville County, South Carolina, on South Carolina State Highway No. 14, Adams Mill Road and other roads, the same known as the Bannon-McNamara Property, the Roberts Property, the Poinsette Lands, Inc. property, the Webb Property and the Jones Property described more fully in Schedules A subject to the exclusions set forth in Schedule B and a mortgage given by Holly Tree Plantation to Fidelity Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, S. C. in Mortgage Book 1327, Page 727, which description is incorporated herein by reference and made a part hereof as though fully set forth, it being the intention hereof to secure to the mortgagee all real estate owned by Holly Tree Plantation in Greenville County, excluding all property heretofore conveyed and excluded in Schedule B of said mortgage.

The mortgaged property hereinabove expressly includes but is not limited to all remaining lots in Holly Tree Plantation Phases I and II as shown on plats of Holly Tree Plantation recorded in the R.M.C. Office for Greenville County S. C. in Plat Book 4-X, Pages 32-37 inclusive, and in Plat Book 5-D, Pages 47 and 48.



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

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 the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

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