

MORTGAGE OF REAL ESTATE: OF (County of Greenville), Thornton, Arnold & Thomason, Attorneys at Law, Greenville, S. C.

GREENVILLE CO. S. C.

APR 11 10 00 AM '73

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

JOHN S. FORTERSLEY
R.M.C.

MORTGAGE

TO ALL WHOM THESE PRESENTS MAY CONCERN: Dove Tree Realty, A Partnership

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

WHEREAS, the Mortgagor is well and truly indebted unto Southern Bank and Trust 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 Five Hundred Ninety-Six Thousand and No/100-----

DOLLARS (\$ 596,000.00).

with interest thereon from date at the rate of 2 per centum per annum/said principal and interest to be repaid:

plus prime rate

to be repaid according to terms of note

Note: the interest rate will be a minimum of nine (9%) per cent per annum and a maximum of thirteen (13%) per cent per annum

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced 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 successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville,

known and designated as lots and tracts in Dove Tree Subdivision according to plat made by Piedmont Engineers and Architects, on September 18, 1972 and revised March 29, 1973 and recorded in the RMC Office for Greenville County in Plat Book 4X at Pages 21, 22 and 23. The lots and tracts covered by this Mortgage are hereafter listed, and a reference is hereby made to said plat for a more complete description.

ALL that piece, parcel or lot of land designated as the "Park Area" (swimming pool, club house and tennis courts) shown on recorded plat adjoining Sugarberry Drive, Maplecrest Drive and Oakway Lake Road.

ALSO, Lot Nos. 5, 7, 10, 11, 13, 15, 16, 17, 18, 19, 20, 22, 24, 25, 27, 28, 29, 30, 33, 34, 35, 39, 40, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 64, 65, 67, 70, 72, 73, 74, 86, 87, 91, 92, 93, 94, 95, 96, 98, 102, 103, 104, 105, 107, 109, 110, 113, 114, 115, 117, 118, 119, 130, 135, 137, 138, 140, 141, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 179, 180.

Mortgagee agrees to release each lot of land from the lien of its mortgage in consideration for the payment of a release price in the amount of \$7,500.00 on the first sixty (60) lots which are released, and the sum of \$6,500.00 on the remaining lots.



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.



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