

MORTGAGE OF REAL ESTATE -

BOOK 1437 PAGE 69

Mortgagee's address: 11 Northlake Road, Columbia, S. C. 29204

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

3 12 47 PM '78
WINE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Montis Apartments Partnership, A General Partnership

(hereinafter referred to as Mortgagor) is well and truly indebted unto Montis Investors, A Limited Partnership

(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

Eighty-three Thousand Two Hundred Three and 55/100-----Dollars (\$ 83,203.55) due and payable

According to said note of even date

with interest thereon from _____ at the rate of _____ per centum per annum, to be paid:

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 _____

All those pieces, parcels or lots of land situate, lying and being at the North-eastern corner of the intersection of Montis Drive and North Franklin Road near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 1, 2, 3, 4, 5 and 6 as shown on a plat prepared by Terry T. Dill, dated February 15, 1967, entitled "Plat of Property of Henry R. McCauley, Jr.", recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQQ at page 45, and having, in the aggregate, according to said plat, the following metes and bounds:

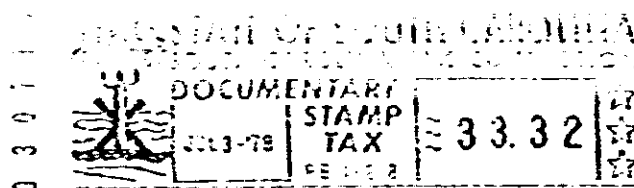
BEGINNING at an iron pin at the Northeastern corner of the intersection of Montis Drive and North Franklin Road and running thence with the Easterly side of Montis Drive N. 27-30 E. 568.4 feet to an iron pin in or near a branch; thence S. 56-22 E. 86.5 feet to an iron pin; thence S. 27-30 W. 530.5 feet to an iron pin on the Northeastern side of North Franklin Road; thence with the Northeastern side of North Franklin Road N. 80-57 W. 89.5 feet to the point of beginning.

Being the same property conveyed to the mortgagor by deed of Montis Investors, a Limited Partnership, of even date, to be recorded herewith.

Any breach of the mortgage of Carolina Federal Savings and Loan Association of Greenville in Mortgage Book 1215, Page 284 and the mortgage of Henry R. McCauley, Jr. in Mortgage Book 1215, Page 417 shall constitute a breach of this mortgage.

Also mortgaged are all the appliances located in the apartments on the above property.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging 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 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, executors 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.

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