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GREENVILLE CO. S. C.

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DEPT. OF REGISTRY  
S.M.C.

STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

) MORTGAGE OF REAL ESTATE,  
) ASSIGNMENT OF RENTS, AND SECURITY  
) AGREEMENT (CONSTRUCTION AND  
) PERMANENT LOANS)  
) (MORTGAGE "A")

THIS MORTGAGE OF REAL ESTATE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT made this 24 day of April 1980, by and between HAYWOOD CROSSING ONE, a South Carolina Limited Partnership (hereinafter sometimes referred to as "Haywood"), WALTER W. GOLDSMITH (unmarried) (hereinafter sometimes referred to as "Goldsmith"), and WILLIAM R. TIMMONS, JR., (hereinafter sometimes referred to as "Timmons"), hereinafter collectively referred to as "Mortgagor"; and WACHOVIA BANK AND TRUST COMPANY, N.A., a national banking association, organized and existing under the laws of the United States, whose mailing address for the purposes of this instrument is Post Office Box 3099, Winston-Salem, North Carolina 27102, (hereinafter sometimes called "Mortgagee").

WITNESSETH:

WHEREAS, Haywood in and by its certain note or obligation entitled "NOTE SECURED BY MORTGAGE OF REAL ESTATE, ASSIGNMENT OF LEASES AND RENTS, AND SECURITY AGREEMENT (CONSTRUCTION AND PERMANENT LOANS)" dated April 24 1980, (hereinafter sometimes referred to as the "Note"), is justly and truly indebted to Mortgagee in the principal sum of FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND and No/100 DOLLARS (\$4,275,000.00), or so much thereof as advanced as stipulated in said Note, bearing interest on said principal sum or so much thereof as advanced at the rates specified therein. Said principal and interest shall be due and payable in monthly installments of interest only during the term of the Construction Loan, the maturity date of which shall be not later than July 31, 1981 (unless extended by the Mortgagee), the final payment of principal and interest to be due and payable, if not sooner paid, fifteen (15) years after the

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