

mortgagee: 5386 Big Tyler Road
Charleston, W. Virginia 25312

MORTGAGE OF REAL ESTATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
F 00 S. C.

MORTGAGE OF REAL ESTATE

SEP 15 11 48 AM '80

SEP 16 2 12 PM '80 TO ALL WHOM THESE PRESENTS MAY CONCERN:

DONNIE BANKERSLEY
R.M.C.

WHEREAS, SUNBELT PROPERTIES, INC.

(hereinafter referred to as Mortgagor) is well and truly indebted unto THE OLD SOUTH LAND & INVESTMENT CO., INC.

(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 ONE HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-EIGHT Dollars (\$128,538.13) due and payable AND 13/100----- with interest only, payable monthly at the following rates: Year 1 @ 8%; Year 2 @ 9%; Years 3-7 at 10%, with balloon payment due at the end of year 7; Buyer to make a principle payment on mortgage to Seller of \$25,000.00 at the end of year 1, \$25,000.00 at the end of year 2 and \$25,000.00 at the end of year 3; Mortgagee to permit a release of any two houses (see page 2) with interest thereon from see above

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, City of Greenville, being at the Southeast corner of Bradley Boulevard and Beverly Lane and being known and designated as Lot no. 1, Lot no. 2, Lot no. 3, Lot no. 4, Lot no. 5 and Lot no. 6, as shown on a Plat of Property entitled "Property of Joe Martin and Charping" prepared December 6, 1965 by H.C. Clarkson, Jr., and being recorded in Plat Book GGG at page 339 in the RMC Office for Greenville County, South Carolina.

ALSO:

ALL those certain piece, parcels and lots of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot no. 7, Lot no. 9, Lot no. 10, Lot no. 11, Lot no. 12 and Lot no. 13, on a plat of property entitled "Property of Martin and Charping" prepared by H.C. Clarkson, Jr., on September 3, 1968, and being recorded in Plat Book ZZZ at page 53 in the RMC Office for Greenville County, South Carolina.

These being the same properties conveyed to the mortgagor by deed of The Old South Land & Investment Co., Inc., to be recorded of even date herewith.

It is understood and agreed that this mortgage is second and junior in lien to that certain mortgage held by H.J. Martin and Joe O. Charping, in the original amount of \$162,875.78 recorded in mortgage book 1403 at page 18 in the RMC Office for Greenville County on July 1, 1977.

STATE OF SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
51.44

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, 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 all manner of claims and demands whatsoever lawfully made by any person or persons.

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