

FILED
GREENVILLE CO. S. C.
2:40 PM '80
DONNIE BANKERSLEY
M.C.

MORTGAGE OF REAL ESTATE
(CORPORATION)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Mortgagee's Mailing Address: c/o North Hills Medical Clinic, 2495 E. North Street, Greenville, S. C. 29615

WHEREAS, Nelson & Putman Builders, Inc., a corporation organized and existing under the laws of the State of South Carolina, (hereinafter referred to as Mortgagor) is well and truly indebted unto James P. McNamara, James G. Bannan, J. C. Pennington, Elizabeth R. Hughes, James I. McElrath, Joe S. Fulmer, Peggy M. Jett, Gera N. Desai and Nayan R. Desai; Gera N. Desai and Nayan Desai as Trustees for Bela N. Desai, and Samuel S. Baker (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: One Hundred Sixty-six Thousand Five Hundred and No/100-----(\$166,500.00)----- Dollars (\$) due and payable as provided for under the terms and conditions of said note, which are incorporated herein by reference and made a part hereof as though they set forth herein, with interest thereon from date at the rate of 10 per centum per annum, to be paid as provided for in said note; and,

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:

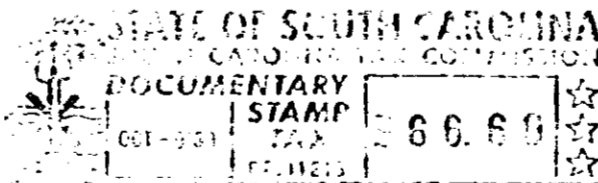
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 situate, lying and being in the County of Greenville, State of South Carolina, near the City of Mauldin, containing 7.41 acres, more or less, as shown on plat entitled "Holly Tree Plantation" prepared by W. R. Williams, Jr. Engr./Surveyor, dated July 23, 1976, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-Z, at page 36, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the intersection of Bethel Road and S. C. Highway 14 and running along the westerly side of S. C. Highway 14 S. 25-32 W. 44.1 feet to an iron pin; thence continuing S. 26-01 W. 638.2 feet to an old iron pin; thence turning and running N. 41-12 W. 383.8 feet to an iron pin; thence continuing N. 43-30 W. 421.4 feet to an old iron pin; thence N. 61-08 W. 658.2 feet to an iron pin at the right of way of Bethel Road; thence turning and following the right of way of Bethel Road N. 81-45 E. 31.9 feet to an iron pin; thence with the curve, the chord of which is S. 85-11 E. 95 feet to an iron pin; thence continuing with the curve, the chord of which is S. 75-05 E. 93 feet to an iron pin; thence S. 62-17 E. 300.2 feet to an iron pin; thence S. 66-33 E. 102.4 feet to an iron pin; thence S. 71-57 E. 102.2 feet to an iron pin; S. 76-50 E. 101.7 feet to an iron pin; S. 79-36 E. 101.5 feet to an iron pin; S. 83-45 E. 101.3 feet to an iron pin; S. 85-41 E. 101.1 feet to an iron pin; S. 88-49 E. 101 feet to an iron pin; N. 89-34 E. 100.9 feet to an iron pin; N. 89-14 E. 143 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors by the Mortgagees (See deed recorded in Deed Book 1134, at page 539, on September 30, 1980)

This property is known as "Holly Towne Horizontal Property Regime". Mortgagees agree to release each condominium unit sold for a per unit price of Three Thousand Three Hundred Thirty and No/100 Dollars (\$3,300.00) due and payable upon payment upon execution of release. (See Authority to Release attached hereto, and made a part hereof).



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.

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