

OCT 13 10 47 AM '81

SONNIE WAINWRIGHT

STATE OF SOUTH CAROLINA)

MORTGAGE OF REAL ESTATE

COUNTY OF GREENVILLE)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

The undersigned, Fairway Properties, a South Carolina General Partnership (hereinafter referred to as Mortgagor), SENDS GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, being a Tennessee corporation, (hereinafter referred to as Mortgagee) as evidenced by the Mortgage Notes of Mortgagor of even date herewith, the terms of which are incorporated herein by reference, in the principal sums of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) and One Hundred Sixty Thousand and No/100 Dollars (\$160,000.00) each, due and payable with interest thereon as called for in said Mortgage Notes, the maturity date of which, if not sooner paid, is November 1, 1996.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced or readvanced 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 its 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, the following described piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon:

ALL that piece, parcel or lot of land containing 1.86 acres, more or less, situate, lying and being on the western side of Pleasantburg Drive in the City of Greenville, State of South Carolina, being shown as Tract "B" on plat entitled "Survey for Yeargin Properties, Inc." prepared by W. R. Williams, Jr. dated October, 1978, as being shown as Exhibit A attached hereto and made a part hereof.

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, 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 tenant furniture and tenant trade fixtures, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its 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 lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except for the lien of

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STATE OF SOUTH CAROLINA
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