

State of South Carolina,

County of Greenville

FILED
TO S. C.
JUL 11 4 58 PM '81
DONN
BARNERSLEY

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, _____ the said N. BARTON TUCK, JR., NOMINEE FOR THE TRUSTEES OF U.S. SHELTER, A MASSACHUSETTS BUSINESS TRUST hereinafter called Mortgagor, in and by _____ its _____ certain Note or obligation bearing even date herewith, stand indebted, firmly held and bound unto THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, hereinafter called Mortgagee, in the full and just principal sum of TWO MILLION EIGHT HUNDRED THOUSAND _____ Dollars (\$ 2,800,000.00.), with interest thereon from date at the prime interest rate as determined by the holder hereof plus $1\frac{1}{2}\%$, to be adjusted with prime interest rate changes, said interest and principal to be payable as follows:
 \$466,666.67 plus interest on June 23, 1982; \$466,666.67 plus interest on Dec. 23, 1982, \$466,666.67 plus interest on June 23, 1983; and the entire balance of principal and interest due and payable on Dec. 23, 1983.

The aforesaid payments are to be applied first to interest at the rate stipulated above and the balance on account of unpaid principal. Provided, that upon the sale, assignment, transfer or assumption of this mortgage to or by a third party without the written consent of the Bank, the entire unpaid balance of the note secured by this mortgage, with accrued interest, shall become due and payable in full or may, at the Bank's option, be continued on such terms, conditions, and rates of interest as may be acceptable to the Bank.

Said note provides that past due principal and/or interest shall bear interest at the rate of _____% per annum, or if left blank, at the maximum legal rate in South Carolina, as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America, at

the office of the Mortgagee in Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing.

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor in hand well and truly paid by the said Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents DO GRANT, bargain, sell and release unto the said Mortgagee the following described real estate, to-wit:

All that certain piece, parcel or lot of land lying, being and situate in the County of Greenville, State of South Carolina, and being more particularly shown on a plat of survey entitled "AS BUILT SURVEY RIVERBEND APARTMENTS GREENVILLE, SOUTH CAROLINA" by Piedmont Engineers and Architects dated December 8, 1981 and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the eastern right-of-way (40') of Cleveland Street, which point is 65.2 feet south from the centerline of E. Faris Rd. Ext., running thence N 22-18 E 32.2 feet to a point on the southern right of way (45') of E. Faris Rd. Ext., running thence with the southern right of way line of E. Faris Rd. Ext., the following courses and distances N 63-11 E 142.54 feet to a point, N 66-40 E 133.19 feet to a point, N 74-59 E 120.34 feet to a point, N 82-05 E 106.63 feet to a point, N 88-37 E 110.77 feet to a point, N 88-28 E 110.33 feet to a point, N 82-06 E 114.57 feet to a point, N 77-30 E 84.6 feet to a point, N 72-19 E 76.5 feet to a point on said 45' right of way E. Faris Rd. Ext., and traverse line on western bank of Reedy River, which point is 25 feet from centerline of said Reedy River, running thence with the traverse line of Reedy River the following courses and distances: S 45-29 E. 135.92 feet to a point, S 29-56 E 90.0 feet to a point, S 5-41 E 64.0 feet to a point, S 25-52 E 125.0 feet to a point, S 9-36 E 44.0 feet to a point; S 51-14 E 90.0 feet to a point, S 28-24 E 69.0 feet to a point, S 42-30 E 76.0 feet to a point, S 31-37 E 100.00 feet to a point, S 5-01 E 70.0 feet to a point, S 47-06 W 60.0 feet to a point, S 30-18 W. 94.0 feet to a point, S 20-47 W 74.0 feet to a point, S 30-58 W 82.0 feet to a

(continued on page 4)

400 8 14411801

4328 RV-2

0 4 6 9