

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

12 30 PM '82

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
M.C.

WHEREAS, Northway Properties, Inc., a South Carolina Corporation

(hereinafter referred to as Mortgagor) is well and truly indebted unto Community Bank, Greenville, South Carolina

(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 Five Thousand Dollars (\$ 125,000.00 ) due and payable

with interest thereon from even date at the rate of prime + 1/2 per centum per annum, to be paid: as set forth in said note

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, and being shown on survey prepared by Freeland & Associates dated August 11, 1981, said survey being recorded in Plat Book 8S, Page 95, in the RMC Office for Greenville County, South Carolina, reference to said plat being made for a metes and bounds description of said lot.

DERIVATON: This being the same property conveyed to Mortgagor herein by deed of R. D. Garrett as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1170, Page 78, on July 13, 1982.

The execution of this mortgage and the note secured hereby by the designated officer was authorized and approved by corporate resolution of the above named Mortgagor.

ALSO, 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 being on the northern side of Highway 29, and being shown and designated as Lot 1 on plat prepared by T. H. Walker, Jr., dated October 22, 1977, which plat is of record in the RMC Office for Greenville County, South Carolina, in Plat Book 6L, Page 65, reference to said plat being made for a more complete description.

Derivation: This is the same property conveyed to Mortgagor herein by deed of Northway Contractors, Inc. as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1160, Page 818, on January 8, 1982.

This mortgage, as to the second described parcel, is junior and second in lien to that certain note and mortgage given by Mortgagor to Community Bank as recorded in Mortgage Book 1561, Page 311, on January 8, 1982.

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RECORDED IN SOUTH CAROLINA  
DOCUMENTARY STAMP  
JUL 13 1982

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 the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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