

ADDRESS: 165 MADISON AVG.
FILED MEMPHIS, TENN. 39103
GREENVILLE CO. S. C.

BOOK 1532 PAGE 344

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

DO 4 1 40 PH '82
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ORCHARD PARK ASSOCIATES, a South Carolina general partnership, (created pursuant to Joint Venture Agreement dated May 15, 1982) (hereinafter referred to as Mortgagor) is well and truly indebted unto FIRST TENNESSEE BANK N.A. MEMPHIS

(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 Two Hundred Thousand and No/100-----

Dollars (\$ 200,000.00) due and payable

on or before six (6) months after date, with interest thereon from date at the variable rate specified in said Note, said interest being payable monthly on the first day of each month, commencing October 1, 1982, except that the final installment of interest is due and payable concurrently on the same date the principal balance is due, said Note being incorporated herein by reference as fully as if set out herein verbatim.

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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 more particularly described on Exhibits "A", "B" and "C" attached hereto and made a part hereof by reference.

This is a portion of the identical property conveyed to the Mortgagor herein by Alliance Haywood Associates by deed of even date to be recorded simultaneously herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX COMMISSION
OCT 14 1982
STAMP TAX \$ 30.00
ES 11213

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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 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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