

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FILED
CO. S. C.
DEC 12 4 14 PM '82
GREENVILLE S. C.
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

P. O. Box 2487, Greenville, S. C. 29682

WHEREAS, CAROLINA BUILDERS & REALTY, 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 ASHETON, a General Partnership

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, in the sum of: Twenty-six Thousand and no/100ths Dollars (\$26,000.00) 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 those pieces, parcels or lots of land, situate, lying and being in Butler Township, Greenville County, South Carolina, being shown as Lots Nos. 5 and 9, on a plat of ASHETON, SHEETS ONE AND TWO, made by Piedmont Surveyors, dated September 3, 1981, recorded in the RMC Office for Greenville County, S. C., in Plat Book 8-P, pages 84 and 85, reference to which plat is hereby craved for the metes and bounds thereof.

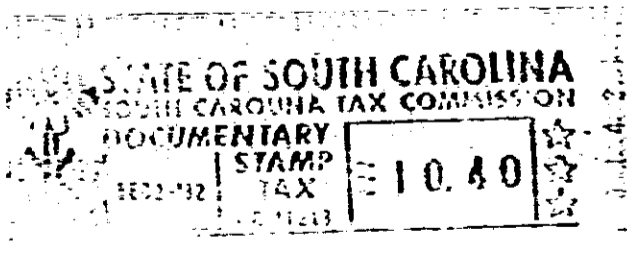
The above described is the same conveyed to the Mortgagor by the Mortgagee by deed to be recorded simultaneously herewith.

As a part of the consideration for this mortgage, the Mortgagor reserves the right to have the within mortgage subordinated in due form of law, upon request, to a first mortgage to be obtained by Mortgagor on each of the above described lots, the proceeds of which shall be use for the construction of buildings and improvements thereon.

The terms and conditions set forth in a certain contract between the Mortgagor and the Mortgagee, dated November 10, 1982, particularly with regard to the additional terms thereof, are hereby made a part of the covenants of this mortgage to be performed by the Mortgagor, incorporated herein by reference and made a part hereof as though fully set forth herein.

The mortgagee agrees by the acceptance of the within mortgage that it will release from the lien of the within mortgage either of the above referenced lots upon the payment of \$13,000.00 for the lot so sought to be released.

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4.00 Together with all and singular rights, members, herditaments, 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.

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