

MORTGAGE - INDIVIDUAL FORM - FILED
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

P.A., GREENVILLE, S. C. BOOK 1588 PAGE 675

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BEECHWOOD PROPERTIES, a Partnership

(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, the terms of which are incorporated herein by reference, in the sum of Seventeen Thousand and no/100ths

Dollars (\$17,000.00) due and payable

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:~~

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 piece, parcel or lot of land, situate, lying and being in Butler Township, Greenville County, South Carolina, being shown as Lot No. 22, 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 property 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 the above described lot, the proceeds of which shall be used 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 9th, 1982, as amended, 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.

FOR VALUE RECEIVED, Asheton, a General Partnership, does hereby setover, assign and transfer the within mortgage and the note which secures this mortgage of even date, unto FIRST NATIONAL BANK OF SOUTH CAROLINA, its successors and assigns, with full recourse. This assignment has been executed as additional security for a note and mortgage given by Asheton, a General Partnership, to First National Bank of South Carolina, dated December 28, 1981, recorded on the same date in the RMC Office for Greenville County, S. C., in Mortgage Book 1560, page 538.

DEC 13 1982

P. O. Box 2568
Greenville, S. C. 29602

ASHETON, A General Partnership
BY: Remar Investments, Inc.
BY: *Marcus H. Stewart*
Managing Partner

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.

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.

The Mortgagor further covenants and agrees as follows:

- (1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee so long as the total indebtedness thus secured does not exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee unless otherwise provided in writing.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY TAX STAMP
DEC 1982
\$06.80
PD-11216

0675

4328 RV-21